S Kanara 6

1955 **File No.** 55

K Examined

Legal **DEPARTMENT**

E **BRANCH**

Subject:— Suits --- Kanara

C.S. No. 110 of 1953.

T. G. Naik - - - - - - Plff

v/s

The State of Bombay - - - Deft

For recovering a sum of Rs. 2,190/- being the price of 27 khandies of logs and 51 tons of other material, alleged to have been wrongfully attached from his possession.

P. 1 20/E

File No. S. Kanara 6/55.

Std. Scott Silp 24-B

6/55

Below No.15/1089 dated 29-7-53 from the Conservator of forests,S.C.

.....

Subject:-Civil Suit No.110/53.
By Shri Tipanna Giriyanna Naik
of Mogta in Ankola Taluka.

REGISTERED

No. 34/D/ 5298 of 53-54.
Poona No.1,5th August 53.

Forwarded with compliments to the Remembrancer of Legal Affairs to the Government of Bombay for favour of obtaining the sanction of Government to the Defence of the Suit.

2. Copies of the Suit (in duplicate) bearing No. 110/53 together with the copies of Notice given under Section 80 of the Civil Procedure Code and the relevant Case papers pertaining to the Suit (containing pages 1 to 90) are enclosed herewith.

3. The District Government Pleader,Karwar,has been requested to more the Court to grant extension of time pending Government sanction for the Defence of the Suit.

1943/
10/8/53

-hdr/5-8.

(G.S.Singh.)
Chief Conservator of forests,
Bombay State.

Copies f.w.cs.to:-
1) The Collector of Karwar.
2) The D.F.O.W.D.Kanara.
3) The Conservator of forests,S.C.
4) The District Govt.Pleader,Karwar.

Letter.
To

The Conservator of Forests, S.C.

No.C/25/ 589 of 1953-54. Karwar, 17th July, 1953.

Subject:-Civil Suit No. 110-53 of the Court of Civil Judge, S. D. Karwar against Government filed by Tippanna Giriyanna Naik. of Mogta in Ankola Taluka.

I am herewith sending letter No.9095 of 16-7-53. from the Collector of Kanara addressed to me together with summons(in duplicate) and copy of the plaint in the Civil Suit filed by Shri Tippanna Giriyanna Naik of Mogta in the court of the Civil Judge, S. D. Kamara Karwar claiming an amount of Rs. 2190/- as price of 27 khandies of logs and 51 tons of other material that was wrongfully attached and taken away from his possession by the Forest Department with interest. The date fixed by the court for the first hearing is 20th July, 1953. A notice under Section 80 of the Civil procedure code was received from the plaintiff's pleader by the Collector of Kanara on 21-1-1953 and necessary report was sent to him under this office No.C/11/14137 of 12/13-3-1953 through the District Government Pleader, Kanara and copy endorsed to you. The Government Pleader, Kanara opined that the facts of the case as reported by me show that this case falls under clause 4 of Rule 114 of Law Officer's Rules and therefore no reply need be given at this stage.

The facts of the case are as under:-

Shri Tippanna Giriyanna Naik of Mogta was granted a strip of 44 yards under the K.F.P.Rules around Moralli Malki S.No.47 from F.S.No.46 of the same village as per Prant Officer, K.n.Kanara's No.T.R.A.9955 of 25-6-1949. As per article 129 of K.F.M, Volume III granting of strips in Kanara District under article 143 of K.F.M. Volume III comes under Forest Privileges according to which the strip grantee should use timber and other produce derived from the strip for his own use for domestic purposes and should not sell or barter it except when specially permitted(vide clause 4 of article No. 131 at page 63 of K.F.M. Volume III). But the strip material was sold by the grantee and thus ~~transferred~~ transferred to Shri Didi Poka Gaonkar without obtaining previous permission either of the Revenue Department or Forest Department, to meet the cost of clearance and thus the strip grantee had bartered the forest produce of the strip in contravention of the rules. In this connection please see application from Shri Didi Poka dated 8-3-1950 addressed to the Range Forest Officer, Ankola (page 13). A bond on stamped paper was got executed by Shri Didi Poka Gaonkar in this connection and was enclosed in the original correspondence granting the strip to the grantee and recorded in Mamlatdar, Ankola's office. Thus the action on the part of the strip grantee constituted a breach of condition of the strip grant and the grant was cancelled by the Assistant Collector, K.n.Kanara in his No.T.R.A.9955 of 11-3-1950. Accordingly the Mamlatdar, Ankola had instructed this office in his letter dated 18/23-3-1950 at page 23 not to issue any passes to the applicant to transport the material from the strip and to Range for the disposal of the same.

As per instructions issued by the Mamlatdar, Ankola, the strip material was seized as per panchanama at page 55 and given in charge of Shri Nagappa Timapa Naik and tenant of Shri Tipane Giriyanna Naik who was residing in the garden land of Shri Tipana Giriyanna Naik. The Assistant Collector, K.n.Kanara further stressed in his No.T.R.A.9955 of 21-5-50 to impose penalty on the grantee and release the material to him. Accordingly the strip material was remeasured and it was proposed to recover Rs 191-1-0 plus Rs 81-4-0(already recovered) and to release the material.

The strip grant was renewed by the Assistant

Collector, ~~at~~ K. n Kanara under his No. T.R.A. 9955 of 6-9-51 and Shri Tipana Giriyanna Naik was asked to take delivery of all the strip material within 7 days of receipt of the notice dated 23-11-1951. (vide page 81 of the Correspondence enclosed.) with clear instructions that in case there should be any neglect he will be personally held responsible. But he took charge of the material by piece meal after a delay of 2½ months and 5½ months (vide pages 79 and 83 of the correspondence attached) with some motive behind. It was the fault on the part of Shri Tipana Giriyanna Naik for having delayed to receive the material in his charge promptly inspite of the order issued and this Department is not responsible to watch the material which was lying in his garden and was in possession of his tenant. The 10 logs attached at Gangavali were given in charge of Shri Tipanna Giriyanna Naik as per receipt at page 83. Out of 84 logs and 72 tons of firewood given in charge of Shri Nagapa Timapa Naik, Shri Tipanna Giriyanna Naik took charge of 67 logs and 10 tons of firewood as per receipt at page 79 on 6-2-1952 after a delay of 2½ months from the date of issue of notice at page 81. Shri Nagapa Timapa in whose charge the attached material was given in his statement at page 85 of the correspondence enclosed states that he not responsible to watch the material any further and wants to shirk his responsibility showing ignorance of the remaining 17 logs and 62 tons of firewood which Shri Tipanna Giriyanna now claims and which is suspected to have been removed by himself because these were lying in his Malki S. Nos and were in custody of his tenant.

In this case, Shri Tipanna Giriyanna Naik has bartered the strip material for cost of clearance to Shri Ladi Poka Gaonkar in contravention of the rules. He took charge of the material after a delay of 2½ ~~month~~ and 5½ months from the date of issue of notice through he was asked to take delivery of the material within 7 days and ~~but~~ his delaying tactics in taking charge of the attached material give one room for ~~suspecion~~ suspecion of the motives behind. The strip material seized was also given in charge of Shri Nagapa Timapa Naik of tenant of the plaintiff and was lying in his own malki S.No. and it was open to him to take charge of the material as per notice issued from his tenant's possession and obtain passes for their transport which was not prevented by this Department. Under these circumstances neither this Department nor the Government is responsible for the alleged loss sustained by him.

The original strip case along with the Bond executed by the strip grantee for bartering the resultant material thus violating the strip rules was with the Mamlatdar, Ankola, but he now says that it is not forthcoming. The Prant Officer, K. n. Kanara was also referred to in this matter and no reply is received from him. Hence this could not be sent.

Hence early action to defend the suit may be taken.

1 file containing page Nos. 1 to 90 is sent herewith.

[redacted]

Divisional Forest Officer,
Kanara Western, Karwar.

Through

The District Government Pleader, Kanara with compliments.

Advance copies forwarded with compliments to:-
(i) The Collector of Kanara, Karwar.
(ii) The Conservator of Forests, S.C. Belgaum.

MKn.

57

To

The Divisional Forest Officer,
Kanara W. D. Karwar.

No. 9095. Karwar, 16-7-1953.

Subject:-Civil Suit No. 110-53 of the court of Civil Judge, S. D. Karwar, against Government filed by Tippanna Giriyanna Naik of Mogta, in Ankola Taluka.

Reference:-Your No. G/11/14892 of 1952-53 dated 28-3-53 addressed to the Dist. Govt. Pleader, Kanara.

Please find summons in duplicate received from the court of civil Judge, S. D. Karwar, along with the copy of the plaint filled by Shri Tippanna Giriyanna Naik of Mogta in Ankola Taluka. The suit is fixed for hearing on the 20th July, 1953. The notice under section 80 of Civil Procedure Code received in this office has already been sent to you under this office even number dated 5-3-53 to take action under rule 114 of the Law Officers Rules.

You are therefore requested to take further action in the matter, in consultation with your superior officers. Action so taken may please be intimated.

Sd/-
for Collector of Kanara.

Copy f. w. cs. to the District Government Pleader, Karwar for information.

Copy f. w. cs. to the Civil Judge, (S. D.) Karwar for information.

Civil Suit No. 110 of 1953.
In the Court of the Civil Judge, S. Karwar.

Tippanna Giriyanna Naik.
Age. 60. R/o of Mogta in
Ankola Taluka.....Plaintiff.

Versus.

The State of Bombay. . . . . .Defendant.

Claim Rs. 2190-0-0 for all purposes.

The plaintiff sues on the following facts:-

The plaintiff was granted a strip of 44 yards out of Moralli F.S.No. 46 by the Prant Officer, Karwar Division, Karwar under his No. T.R.A. No. 9953 of 26th June 1949. The plaintiff accordingly cleared the strip and prepared the material at a cost of about Rs. 3500/- through his agent Shri Gidi Poka Gaonkar of Vandige, on payment of Rs. 81-4-0 by him into the treasury as per instructions, under the Treasury Chalan No. 48 of 4-3-1950, a clearance certificate was issued by the Mamlatdar of Ankola and the stock hastan passes were issued by the Range Forest Officer, Ankola under No. 33647 dated 11th March 1950, No. 33648 of dated 12th March 50 and No. 4234 of 13th March 50 and so on. Some of the stock was then removed to Gangavali and Moralli border for transport and sale. In the meanwhile the R. F. O. Ankola attached all the stock including that which was transported to Gangavali and Moralli border, on 23rd March 50, without assigning any reasons therefor. The value of the stock thus attached was Rs. 4000/- in the least. After attachment the R. F. O. took possession of the same and kept it lying in the open subject to the sun and rain, and thus damaged the property. Complaints were then made to the Prant Officer, K. Karwar, to the conservator of Forests, S.C., Belgaum and to the Chief Secretary to the Govt. of Bombay demanding damages for wrongful attachment and compensation.

2. The plaintiff was thereafter ordered to pay a differential amount of Rs. 191-1-0 which he did immediately of this payment the attached material was not released and when representation were made by plaintiff in this connection demanding Rs. 4000/- as damages, the Rev. Department and the Forest Department issued conflicting orders. The Forest Department valued the cost of extraction and preparing the material at Rs. 2516-5-0 and in order to save cost of litigation and delay the plaintiff agreed to accept Rs. 2516-5-0 provided the actual damages were ascertained and agreed to be paid later on.

3. The plaintiff however found that instead of settling his claim in monies, the Forest Department issued an order on 6th February 52 that 67 logs and 10 tons of other material were released to the plaintiff out of the stock attached and rendered useless. No mention whatever was made with regard to the remaining material. The total stock attached from the plaintiff consisted of 94 khandies in logs and 61 tons of other materials. So the plaintiff has not received back 27 khandies in logs 51 tons of other material, or their price as settled by the Forest Department.

4. The price of 27 khandies in logs is Rs. 405/- and that of 51 tons of other material is Rs. 1785/-. So the total loss suffered by the plaintiff on account of the wrongful attachment and dispossession comes to Rs. 2190/-.

5. The plaintiff issued a notice of suit to the Collector of Karwar on behalf of the Bombay State on 21-1-53 under section 80 of the Civil procedure code demanding the said amount but no reply was received and hence this suit.

6. The cause of action for the suit has arisen from the date of wrongful attachment i.e., on 23-3-1950.

Civil Suit No. 110 of 1953. 7
In the Court of the Civil Judge, S
Karwar.

Tippanna Giriyanna Naik.
Age. 60. Rvot of Mogta in
Ankola Taluka. . . . . .Plaintiff.

Versus.

The State of Bombay. . . . . .Defendant.

Claim Rs. 2190-0-0 for all purposes.

The plaintiff sues on the following facts:-

The plaintiff was granted a strip of 44 yards out of Moralli F. S. No. 46 by the Prant Officer, Karwar Division, Karwar under his No. T. R. A. No. 9953 of 25th June 1949. The plaintiff accordingly cleared the strip and prepared the material at a cost of about Rs 3500/- through his agent Shri Ladi Poka Gaonkar of Vandige, on payment of Rs 81-4-0 by him into the treasury as per instructions, under the Treasury Chalan No. 48 of 14-3-1950, a clearance certificate was issued by the Mamlatdar of Ankola and the stock hastan passes were issued by the Range Forest Officer, Ankola under No. 33647 dated 11th March 1950, No. 33648 of dated 12th March 50 and No. 4234 of 13th March 50 and so on. Some of the stock was then removed to Gangavali and Moralli bunder for transport and sale. In the meanwhile the R. F. O. Ankola attached all the stock including that which was transported to Gangavali and Moralli bunder, on 23rd March 50, without assigning any reasons therefor. The value of the stock thus attached was Rs. 4000/- in the least. After attachment the R. F. O. took possession of the same and kept it lying in the open subject to the sun and rain, and thus damaged the property. Complaints were then made to the Prant Officer, K. Karwar, to the conservator of Forests, S.C., Belgaum and to the Chief Secretary to the Govt. of Bombay demanding damages for wrongful attachment and compensation.

2. The plaintiff was thereafter ordered to pay a differential amount of Rs. 191-1-0 which he did immediately of this payment the attached material was not released and when representation were made by plaintiff in this connection demanding Rs. 4000/- as damages, the Rev. Department and the Forest Department issued conflicting orders. The Forest Department valued the cost of extraction and preparing the material at Rs. 2516-5-0 and in order to save cost of litigation and delay the plaintiff agreed to accept Rs. 2516-5-0 provided the actual damages were ascertained and agreed to be paid later on.

3. The plaintiff however found that instead of settling his claim in monies, the Forest Department issued an order on 6th February 52 that 67 logs and 10 tons of other material were released to the plaintiff out of the stock attached and rendered useless. No mention whatever was made with regard to the remaining material. The total stock attached from the plaintiff consisted of 94 khandies in logs and 61 tons of other materials. So the plaintiff has not received back 27 khandies in logs 51 tons of other material, or their price as settled by the Forest department.

4. The price of 27 khandies in logs is Rs. 405/- and that of 51 tons of other material is Rs. 1785/-. So the total loss suffered by the plaintiff on account of the wrongful attachment and dispossession comes to Rs. 2190/-.

5. The plaintiff issued a notice of suit to the Collector of Karwar on behalf of the Bombay State on 21-1-53 under section 80 of the Civil procedure code demanding the said amount but no reply was received and hence this suit.

6. The cause of action for the suit has arisen from the date of wrongful attachment i.e., on 23-3-1950.

7. This court has jurisdiction to try the suit as the suit is against the Bombay State

8. The suit is in time in view of the ~~previous~~ unders section 15(2) of the Limitation Act, because the court was closed for the summer vacation from 19-4-53 to 31-5-53

9. The plaintiff therefore prays:- that the defendant be ordered to pay to him a sum of Rs 2190/- as the price of 27 khandies of logs and 51 tons of other material that were wrongfully attached and taken away from his possession by the Forest department with interest.

I Tippanna Giriyanna Naik of Mogta, the plaintiff in the above suit, do hereby state on solemn affirmation that what is contained paras 1 to 9 in the above are all true to my personal knowledge and belief. Signed at Ankola on 31st May 1953.

True copy

Sd/-

Civil suit No.110-53 of the
Court of Civil Judge, S.D.Karwar-
fixed for hearing on 20th July 1953.
Tippanna Giriyanna Naik
Vs
The State of Bombay
praying to order the defendant to pay Rs 2190/-
as price of 27 logs and 51 tons of other material
that was wrongfully attached from his possession
by Forest Department with interest.

The date fixed by the Court for first hearing
is 20th July 1953.

Notice of action under Section 80 of the Civil
Procedure Code was given and acknowledged
by the Collector of Kanara on 2-2-1953.

A copy of the plaint(in English) with summons
received in duplicate is enclosed.

Copies of the important documents to be produced
have been transcribed into English and are
attached to the file sent herewith.

Full and detailed statement.

One Shri Tippana Giriyanna Naik of Megta was
granted a strip of 44 yards ~~xxxxxxx~~ under K.F.P.
Rules around Moralli malki S.No.47 from F.S.No.46
of the same village under P.O.K.D.Kanara's No
Page 1 TRA 9955 of 25-6-1949.

As per strip rules granted under K.F.P.Rules
the strip holder is prevented from selling or
bartering the resultant material. In this case the
grantee had sold the material to one Shri Bidi
Pekha to meet the cost of clearance thus bartering
the material without obtaining previous permission
Page 13. from competent authorities.
The bond got executed was enclosed in the
correspondence sent to Revenue Department and the
correspondence could not be traced now. As the strip
grantee thus violated the rules granting the strip
in bartering the resultant material the order
sanctioning the strip was cancelled by the P.O.K.D.
Kanara and it was ordered that this Department should
Page 23. dispose of the prepared material (Mamlatdar Ankola's
No.x dated 18/23-3-1950.

Therefore 10 logs were attached at Manjguni (Gangav
Page 41 on 25/3/1950 and 84 logs and 72 tons of firewood
were attached on 26/3/1950 at Moralli malki and th
Page 55 44 yards of strip area in F.S.No.46 of Moralli.
The material attached in Moralli was given in cha
of one Nagappa Timappa Naik a tenant of the
plaintiff who was residing in the plantiff's malk
Page 55. S.No. The plaintiff has also attested the panchana

The P.O.K.D.Kanara in his No.9955 of 12-9-1951
ordered that the grant of the strip has been rest
Page 73 and that the attached material should be release
The plaintiff thereupon was issued an order by
Page 81 Round Forester Shiroor on 23-11-1951 that he
should take possession of the material within 7
days and though he had attested the panchanama
knew that the attached material was lying in hi
malki at Moralli and in the strip area the pla
delayed to take charge of the material upto
and 10/5/52 respectively with some motive b
the plaintiff was clearly given to understa
Page 81 order by R.O.Shiroor that this Department
responsible for any loss that my occur for
alone will be responsible and as the mater

was in charge of the plaintiff's tenant this Department did not arrange to keep any special watch over it. As the plaintiff in this case purposely delayed taking charge of the attached material with some motive behind it is suspected that he must have removed it unnoticed because it was lying in his malki S.No. and was given in charge of his tenant. If he was keen to remove it earlier by taking charge as notified this Department did not prevent him in doing so. Therefore neither this Department or the Government is responsible for the alleged loss.

Under these circumstances the Undersigned requests that Government may be moved to defend the suit.

Divisional Forest Officer,
Kanara Western, Karwar

List of papers enclosed in the file sent — 11

Pages	Particulars.
1-2	Copy of order No.TRA 9955 of 25/6/49 sanctioning the strip.
3-8	Mamlatdar Ankola's No.S.107/233 of 28/8/49 forwarding copy of agreement
9-10	Copy of Mamlatdar Ankola's No.S.107/233 of 15/9/49 intimating demarcation of the strip.
11-12	Copy of order No.TRA 9955 of 23-2-50 releasing timber on payment of Rs 81/4/- differential value.
13-14	Application of Bidi Pokka requesting to stamp timber and release it along with the firewood.
15-22	Order to R.O.Shiroor releasing all material from the strip after recovering the differential value. with list of logs prepared and bill.
23-24	Mamlatdar Ankola's letter of 18/23-3-50 intimating that P.O.K.D.Kanara has cancelled the order sanctioning the strip and to attach all the material prepared from the strip.
25-26	Order issued to R.O.shiroor restraining release of material to Bidi Pokka.
27-28	Order to Bunder Guard Gangavali to attach all firewood and logs removed to Gangavali from the strip area.
29-32	Correction to strip agreement received from Mamlatdar Ankola
33-34	Order from D.F.O. not to issue passes for export of the material from the strip.
35-36	Report No.6274 of 27/3/1950 from R.F.O.Ankola saying that 72 tons of firewood and 94 logs have been prepared.
37-42	Report of Gangavali depot guard attaching 10 logs at Gangavali
43-44	Order to R.O.Shiroor not to issue passes for the strip material
45-46	Application of Tippanna Giriyanna Naik to permit stacking the material from the strip in malki area.
47-48	Report of R.O.Shiroor giving particulars of the material prepared.
49-50	Report of R.F.O.Ankola (265 of 18/20-4-50) requesting early orders for disposal of strip material.
51-52	Reply from D.F.O. G/11/1048 of 22/26-4-50 informing that the mater has been referred to P.O.K.D.Kanara.
53-58	Report of R.O.Shiroor with panchanama for attaching the logs and firewood in strip area and malki S.No. in Moralli with list of logs.
59-66	Correspondence on Bidi Pokka's application.
67-68	Bidi Pokka refused to take charge of 1 cart load fuel attached Report of R.O.Shiroor.
69-70	Mamlatdar Ankola's No.S/107/233 of 10-9-51 re release of the material.
71-72	Order issued to R.O.shiroor re release all the attached material to the strip grantee and to forward his receipts.
73-84	Re release of the material to the strip grantee.Report of R.F.O.
75-76	Ankola,and reply given from this office.
77-78	Order issued to R.O.Shiroor to release all the attached material to the strip grantee by R.F.O.Ankola.
79-80	Receipt passed by Tippanna Giriyanna for having received 67 logs and 10 tons of fuel on 6-2-52.
81-82	Order issued by R.O.Shiroor to Shri Tippanna Giriyanna dated 23-11-1951 to take charge of the attached material within 1 week.
83-84	Receipt passed by Tippana Giriyanna on 10-5-52 for having received charge of 10 logs attached at Gangavali.
85-86	Statement of Nagappa Timmappa Naik of Moralli about the missing material while in his charge.
87-88	Statement of Tippana Giriyanna before R.O.Shiroor to give him the remaining material.
89-90	Report of R.O.Shiroor about the details of Nagappa Timanna with Tipanna Giriyanna.

Divisional Forest Officer,
Kanara Western, Karwar.

J+S 13

No. Au 872/E
Office of the
Remembrancer of Legal Affairs,
Bombay Castle (Bombay No.1), October 1953.
15th

To

The Chief Conservator of Forests,
Bombay State, Poona.

Subject:- Kanara Civil Suit No.110 of 1953
Tippanna Giriyanna Naik..Plaintiff
vs.
The State of Bombay.

Sir,

With reference to your endorsement No.34/D/5298 dated the 15th August 1953, forwarding a report under rule 118 of the Law Officers Rules in the suit mentioned above, I have the honour to state as below :-

(1) Copies of the orders cancelling the grant and again restoring the same are not enclosed.

(2) It is not stated why and under what circumstances the grant was restored.

(3) The logs and other material were attached by the Forest Authorities. The quantity of the material and its value thus attached is not stated. It is also not stated what quantity of material was restored to the plaintiff.

(4) Copies of the orders alleged to have been passed by the Revenue and Forest Departments are not enclosed.

(5) The grounds of defence are not stated.

You are therefore requested to send a proper chronological statement of facts giving in detail the facts leading to the present suit. You are also requested to state the grounds on which the suit in your opinion, can be defended. If necessary the District Government Pleader may be consulted in the matter.

3. You are further requested to send copies of all relevant orders with translation in English if the original are in the vernacular, and also information on points mentioned in paragraph 1 above

4. The report with above information may be sent at an early date so that defence of the suit may be sanctioned. The papers of the case are returned with this.

Yours faithfully,

c/c

for Remembrancer of Legal Affairs.

Copy to the District Government Pleader, Karwar. He is requested to apply for adjournment and to file the written statement, if adjournment is refused, in consultation with the Divisional Forest Officer, Kanara, Western Karwar.

Issued 15/X

Submitted for signature
14/10/53
Solr (Mfl.)

MAP/-
13/10

15

From:

The District Government Pleader, Kanara, Karwar.

To

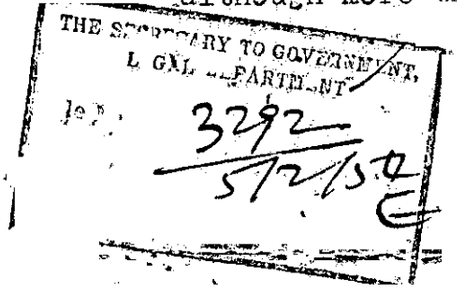
The Remembrancer of Legal Affairs, Bombay.

No. 52 of 1954. Karwar, dated 1st February 1954.

S.R.O. 110/53

Sir,

With reference to your letter No. 1964/E dated 28th January 1954. I have the honour to inform you that the ~~papers~~ report of the D.F.O. in this case had been sent back to me by the Forest Department instead of forwarding the same to you. It appears that important papers regarding the grant of strip area are missing from the Ankola Mamlatdar's office. Though the suit notice was served more than 6 months ago these papers have not yet been found. It is impossible to conduct the case or to draft the written statement unless this original correspondence is traced. On 2nd January 1954 I have therefore suggested to the D.F.O.W.D. Kanara to move the Collector to depute some clerk from his office to Ankola Mamlatdar's office specially to trace these papers. It is now nearly one month and yet there is no intimation received that the papers have been found. The Civil Court is reluntant to grant further adjournments. This suit has been fixed for filing written statement on 19-2-1954. Unless the papers are traced it will not be possible to defend the suit. It is a matter of great surprise that the papers have not been traced although more than 6 months have lapsed.



Yours faithfully,

Dist. Govt. Pleader, Kanara.

Submitted

Attention is also invited to this office letter ~~dated~~ dated 8th ult. It is not possible to prepare either a brief or W.S. in the absence of information & papers the D.G.P. says that papers are still under preparation. If approved the D.G.P. may be requested to ~~submit~~ file a W.S denying plaintiffs claim.

~~Hqdt~~

MLE
6/12/54

Send a telegram to Sch (ML) Bn. Chirala for Report Papers

6/12

Below letter No.15/2722 of 30-1-54 from the Conservator of forests,Southern Circle.

.....

Subject : Civil Suit No.110 of 1953.
Tippanna Giriyanna Naik,
Plantiff Vs.the State of
Bombay.

No. 34/D/ 1253 of 53-54.
Poona No.1,9th February 54.

L.D.
10 FEB 1954

Copy together with copies of the marginally noted references forwarded with Compliments to the Remembrancer of Legal Affairs, Bombay,with reference to his No.1964/E dated 28-1-54, and telegram of 8-2-54.

1) Letter No.C/11/1159 of 27/30-11-53 from the D.F.O.W.D.Kanara.	
2) Letter No.15/D/243 of 6-12-53 from the Conservator of forests, Southern Circle.	

2. In view of the urgency of the matter, the Divisional Forest Officer,W.D.Kanara,has been requested to forward the Case papers direct to you.

3. As the original correspondence in question is not traceable,copies of the orders either cancelling or restoring the strip grant could not be enclosed.

4. As pointed out by the Divisional Forest Officer, in his letter No.G/11/740 of 8/9-1-54,it is not possible for the Government Pleader to give his opinion in the absence of Revenue papers. In the circumstances,I request that Government may kindly be moved to accord their sanction to the Defence of the Suit.

3975
11/2/54

ndr/9-2

(G.S.Singh.)
Chief Conservator of forests,
Bombay State.

Copy together with the copy of telegram of 8-2-54,from the Remembrancer of Legal Affairs, Bombay,f.w.cs.to the D.F.O.W.D.Kanara,for immediate compliance.

Copy f.w.cs.to the Conservator of forests,S.C.

Submitted.

Please see this office letter dated 15/4/43 at Ship 'A' and reply overleaf for Chief Conservator of Forests' attention as requested in DGP's letter at Ship 'B'.

In the circumstance, the DGP may be requested to be in consultation with the Divisional Forest Officer, Kanara. W. Kaiwar as he has already been asked to do so. He may be requested to furnish a copy of the above.

mue
11/2/43

SCH (ML)

A formal brief as prepared from available material and as kept for approval

A
11/2

Submitted.
A formal brief as prepared from available material and as kept for approval

A

mue
17/2/43

SCH L

19.

Letter No.15/2722 of 30-1-1954 from the Conservator of Forests, Southern Circle, addressed to the Chief Conservator of Forests, B.S

Subject:-Civil Suit No.110 of 1953.
Tippanna Giriyanna Naik. Plantiff.
Vs. the State of Bombay.

Ref:-Your No.34/D/10406 of 15-12-1953 and telegram dated 30th instant.

The Divisional Forest Officer, Kanara W.D., who was requested to furnish certain details required to reply your reference quoted above, has in his turn referred the Collector of Kanara in his No.G-11/11740 of 8/9-1-54 (copy enclosed) for tracing the original missing correspondence to enable him to supply the required details. The D.F.O. has already been requested on 15-1-54 to expedite his reply to this office and the information required by you will be furnished as soon as his report is received.

Letter No.G/11/11740 of 8/9-1-54 from the Divisional Forest Officer, Kanara Western, Karwar to the Conservator of Forests, S.C.

Subject:-Civil Suit No. 110-53 of the Court of Civil Judge, S.D.Karwar, against Government filed by Tippanna Giriyanna Naik of Mogra, in Ankola Taluka.

Ref: Your No.9095 of 16-7-1953.

The Remembrancer of Legal Affairs, Bombay, has returned the papers with a request to consult the Government Pleader and obtain his opinion. But the Government Pleader says that it is not possible to give his opinion in the absence of Revenue papers (a copy of Government Pleader's No.23 of 7-1-54 is enclosed for ready reference). The Prant Officer, K.D.Kanara reports under his No.O/P/1296 of 16-11-53 that the correspondence is not pending in his office and the Mamlatdar reports under his No.O/P/2197 of 13-11-53 that the case in question is not traceable in his office. Hence one clerk from your office may kindly be deputed to go and search for the papers in Ankola Taluka office and the orginal case sent early to this office for forwarding the same to the Government Pleader for taking his legal opinion in the matter.

Below No.C/11/1159 of 27/30-11-53 from the D.F.O.Kanara Western,Karwar.

....

Subject : Civil Suit No.110 of 1953.
Tippanna Giriyanna Naik,
Plaintiff,Vs.the State of
Bombay.

No. 15/D/243 of 1953-54.
Via Belgaum,6th Dec. 53.

F.W.Cs.to the Chief Conservator of forests, B.S.,Poona,with ref.to his No.34/D/8214 of 21-10-53.

2. In the circumstances stated in para 1 of the D.F.O.'s report quoted above, he could not enclose copies of the orders either cancelling or restoring the strip grant. The rest of the information called for by the Remembrancer of Legal Affairs is given in his report under reference.

The D.F.O.'s report No.C/25/589 of 17-7-53 is self contained and contains facts in detail leading to the present suit.

The papers of the case (P.1 to 90) are returned herewith.

Necessary sanction to the defence of the suit may kindly be obtained."

Sd. Conservator of forests,
S.C.

23 24

Copy of letter No.C/11/1159 of 27/30-11-53 from the Divisional Forest Officer,Kanara Western,to the Conservator of forests,Southern Circle.

Subject : Civil Suit No.110 of 1953.
Tippanna Giriyanna Naik,Plantiff.

"Reference your No.15/9159 of 27-10-53.

The particulars called for are furnished as under:-

The Prant Officer,K.D.Kanara,as well as the Mamlatdar,Ankola were expedited to send the original strip grant case. But it is reported by both the officers that the strip grant case is not traceable in their offices (vide copies of Prant Officer,K.D. Kanara's No.O/R/1296 of 16-11-53 and Mamlatdar's No. o/R/2197 of 13-11-53 enclosed). The original orders cancelling the strip grant and then restoring the same by the ~~same~~ Prant Officer are not received in this office. The cancellation of the strip grant was intimated to this office by the Mamlatdar,Ankola,under his No. S.107/233 of 18/23-3-50(vide page 23 of the case enclosed). So also the restoration of the strip grant was communicated by the Mamlatdar ,Ankola to the R.F.O. Ankola under his No. S.107/233 of 25-10-51. As the original strip case is not received in this office, it is not possible to enclose copies of the orders either cancelling or restoring the strip grant.

2. As the strip grantee Shri Tippanna Giriyanna Naik of Mogta had misused the strip grant sanctioned as per K.F.P.Rules,since he has bartered the strip material to Shri Bidi Pokka Gaonkar,the strip grant was cancelled by the Prant Officer,K.D.Kanara. After the cancellation of the strip grant the strip material was attached and measured. Since the strip grantee was willing to pay the differencial value i.e. Rs 191-1-0 (272-5-0 - 81-4-0 already paid) for the material ,the strip grant was restored to the strip grantee by the Prant Officer, K.D.Kanara.

3. Ten logs i.e.3 Naiwate logs : 39.75 c.ft.,2 Kadamte logs : 40.25 c.ft.and 5 Rural logs : 91.68 C.Ft., worth Rs 30/-were attached at Manjaguni as per Panchnama at page 41 of the case enclosed and these logs were delivered to Shri Tippanna Giriyanna Naik as per receipt given by him at page 83 of the case enclosed. It is by mistake written in the Panchnama at page 55 that 84 logs and 72 tons of firewood were attached whereas,only 81 logs were attached as per list attached to the Panchnama which is signed both by Shri Nagappa Tippanna Naik being Panchas.

The details of 81 logs and 72 tons of firewood attached and the estimated value is as under :-

.Species.	No.of logs.	C.Ft.	Estimated rate per Khandy.	Estimated value. Rs;
1) Matti	11	82.36		
2) Nandi	6	80.34.	21½ Khds. @ Rs 20/-	430-0-0.
3) Heddi.	8	107.01.		
		269.71.		
4) Kindal	8	134.33		
5) Jamba	5	43.22	18-¾ Khds. at Rs.12/-	225-0-0.
6) Sagdi	2	31.94		
7) Neral	1	25.09		
		234.58		
8) Gamble	23	444.04	56 Khds.@ Rs.7	395-8-0
9) Tari	12	263.21		

Species.	No.of logs.	C.Ft.	Estimated rate per Khandy.	Estimated value Rs
10) Holgeri	1	20.83		
11) Hali	1	11.72	4 ¾ Khds.	
12) aivote	1	6.00	at Rs 3/-.	14-4-0.
13) Porgutte.	2	21.00		
72 tons firewood at Rs 15/-per ton.				1080-0-0.
Grand total.				2144-12-0.

Out of the above material,the strip grantee Shri Tipanna Giriyanna Naik acknowledged receipt of 67 logs and 10 tons of firewood as per his receipt at page 79 of the case enclosed. As the strip grantee had not stated in the receipt of the species and volume of the logs he had taken charge,it is not possible to state the volume and value of the logs released to him ~~to him~~ at this stage.

4. As the original strip grant case is not received from the Revenue Dept. ,it is not possible to enclose the copies of the orders issued by the Revenue and this Department.

The copies of all important relevant orders with the translation in English are enclosed in the case enclosed.

5. Both the strip grantee Shri T.G.Naik and his tenant Shri Nagappa Timappa Naik were among the panchas and the above material was given in charge of Shri Naggappa Timmappa Naik,tenant of Shri Timappaa Giriyanna Naik and the material was stored in the Malki area of Shri Tippanna Giriyanna Naik,. The strip grantee and his tenant are solely responsible for the safe custody of the material. The strip grant made as per Kanara Forest Privilege Rules was cancelled and restored by the Revenue authxorities and the orders issued by the Revenue Authorities had been carried out by this Department. Under these circumstances,and the circumstances reported under this office No.C/25/589 of 17-7-53,neither thisDepartment nor the Government can be held responsible for the alleged loss sustained by the strip grantee."

..Sd.....

27/57

Kanara C.S.No.110 of 1953.

Shri Tippanna Giriyanna Naik has filed this suit against the State of Bombay for recovering a sum of Rs.2190/- being the price of 27 Khandies of logs and 51 tons of other material, alleged to have been wrongfully attached from his possession.

2. Defence of this suit may be sanctioned on the lines of the accompanying brief.

RECEIVED in A. & F.D.
on 24
No. 5188/2
dt. 22/2

MMC
22/2/54

Sdr (ML)
Secretary A & F.D
22/2

L.D.
23 FEB 1954

29/30

No. 5520/2
Office of the
Remembrancer of Legal Affairs,
Bombay Castle, (Bombay No.1), 25th Feb 1953.

Subject:- Kanara Civil Suit
No. 110 of 1953.

MEMORANDUM.

The District Government Pleader, Kanara, Kanara is informed that the defence of the suit noted above is sanctioned and he is requested to conduct the same on the lines of the brief, a typed copy of which is sent herewith in advance.

~~Papers of the case in~~
received from the Collector accompany.

Submitted in original Regd. 25/2 SS o/c

for Remembrancer of Legal Affairs.

To
Issued 25/2 The District Government Pleader, Kanara, Kanara

To Box
no 1545.9
1855

3157

Reference on No.G/11/13428 of 18/19-2-54 from the Divisional Forest Officer,W.D.Kanara,Karwar.

Subject : Civil Suit No.110-53 of the Court of Civil Judge S.D.Karwar,against Shri Tippanna Giriyanna Naik of Mogtra.

No. 34/D/ 13253 of 1953-54.
Poona No.1. 24th February 54.

Attention of the D.F.O. is invited to the para 4 of this office No.34/D/12553 of 9-2-54 and he is requested to forward the Papers of the Case received from the ~~Ex~~ Government Pleader,direct to the Remembrancer of Legal Affairs,Bombay, as directed therein.

2. In the meantime,Revenue Papers should be traced out and forwarded to the Remembrancer of Legal Affairs, Bombay, direct under intimation to this office.

L.D.
25 FEB 1954

hdr/25-2.

(G.S.Singh.)
Chief Conservator of forests,
Bombay State.

5710
26/2/54

Copy with a copy of the D.F.O.Kanara W.D.'s letter No.G/11/13428 of 18/19-2-54 f.w.cs.to the Remembrancer of Legal Affairs,with ref.to this office No.34/D/2553 of 9-2-54.

Copy f.w.cs.to the Conservator of forests,S.C.

Subscribed
since the brief has
already been
prepared & sent
it has may be prof

26/4/83

55 26/4

Copy of letter No.G/11/13428 of 18/19-2-54 from the Divisional Forest Officer, Kanara Western Divn., Karwar to the Chief Conservator of forests, N.C., Poona.

.....

Subject: Civil Suit No.110-53 of the Court of Civil Judge C.D.Karwar against Shri Tippanna Sirigenna Naik of Sorta.

" Reference your No.34/B/12557 of 9-2-54.

" The case papers were sent to the District Govt. Pleader, Karwar, for offering his legal opinion as to whether the case can stand in the Civil Suit or not. He had returned the case papers under his No.23 of 7-1-54, stating that he was not in a position to give his opinion in the absence of the original strip case and asked to report to the Collector of Kanara to depute one Clerk from his Office to Mamlatdar's Office, Ankola to trace out the strip correspondence under reference for speedy compliance. The Collector of Kanara has been requested to depute one Clerk from his office to go to Ankola Mamlatdar's office, to trace out the correspondence and send the original strip case under this office Nos.G/11/11740 of of 3/9-1-54, G/11/12742 of 3/5-2-54, G/11/12998 of 11/12-2-54 and G/11/13213 of 17/15-2-54 and also under the D.O.letters dated 12-1-54 and 8-2-54, but the original strip case has not yet been received from the Revenue Dept. so far. Without the original strip case, the Dist.Govt. Pleader is not willing to give his opinion. The Collector of Kanara has again been requested to expedite the matter and to send the original strip case immediately. On receipt of the original strip case and on obtaining the opinion of the District Govt.Pleader, Kanara, necessary report will be submitted.".

35 1+

No. 7291/E

Office of the
Remembrancer of Legal Affairs,
Bombay Castle (Bombay No.1), 18th March 1954.

Subject:- Kanara C.S.No. 110 of 1953.

MEMORANDUM:

In continuation of this office memorandum No.5520/E dated the 25th February 1954, the District Government Pleader, is informed that papers of the case have now been received from the Conservator of Forests, S.C. Belgaum. As the defence of the suit has already been sanctioned and instructions have been sent to the District Government Pleader, the papers of the case are enclosed with this.

To The D.G.P., Kanara, Karwar for Remembrancer of Legal Affairs.

Copy to:- Conservator
The ~~Controller~~ of Forests, S.C.
Belgaum.

KGK/17/3.

Submitted for signature

Below letter No.C/11/ 1605 dated 27-2/2-3-1954 from the Divisional Forest Officer, Kanara W.D.Karwar.

.....

Subject:- Civil Suit No.110 of 1953.
Tippanna Giriyanna Naik Plantiff
Vs
The State of Bombay.

No.15/5/ 3050 of 1953-54. Belgaum, 9- 3- 1954.

L.D. 13 MAR 1954

Copy together with the case papers (in two files, one containing pages 1 to 40 and another containing 1 to 90) f.w.cs. to the Remembrancer of Legal Affairs with reference to Chief Conservator of Forests, B.S.Poona's No.34/D/13253 dated 24-2-54.

2. Sanction to defend the suit in question may kindly be accorded early and the District Govt. Pleader Kanara informed of the same direct.

THE STATE GOVERNMENT
Fwd No. 7477
Dy. No. 1573/54

msy.9.3.

(R.R.Chaudhari)
Conservator of Forests, S.C.

Submitted for information
as the Board has already been
prepared & sent to OSD. The
papers were received only
be sent to OSD

MLC
15/3/73

Sidney M. Berry
15/3

From

District Government Pleader,Kanara,Karwar.

To

The Remembrancer of Legal Affairs,Secretariat,Bombay.

No. 147 of 1954. Karwar 10th March 1954.

Sir,

I am in receipt of your letter No.5520 dated 25-2-1954 forwarding the grounds of defence in O.S.No.110/1953.You have therein asked me to clerify certain points after looking into the papers but no papers have yet been received from the Forest Department.It appears that all the papers of the strip Grant Case are missing from the Office of the Mamlatdar of Ankola.In his letter dated 22-2-1954 addressed to the D.F.O.W.D.Kanara,the Collector has ordered an enquiry for the loss of the papers.Whatever papers there were with the Forest Department must have been forwarded to you by the Forest Department.I therefore request you to send all the papers sent by the Forest Department.I have forwarded a copy of this letter to the D.F.O.W.D.Kanara with a request to send all papers of their Department to me immediately.The written Statements cannot be drafted without any such papers.

Yours faithfully,

District Government Pleader,Kanara.

7575
16/3/54

Please ascertain if the papers have been sent to the U. S. A.

R
1913

Sealed.

It is verified from the despatcher that the bbs. in this case have been sent to the O.T.P. Kamara
This may now be filed

R 1913

MMC
1913

Ch (ML) R
1913.

From:

The District Government Pleader, Kanara.

To

The Remembrancer of Legal Affairs, Bombay.

No. 175 of 1954. Karwar, dated 25th March 1954.

Sir,

In O.S.No.110-1953 I received the file of papers sent by your office with letter No.7291 dated 18th instant on the 22nd instant. I have accordingly drafted the written statement on the lines suggested by you in your letter No.5520/25-2-1954. On going through the papers I have found that the plff had actually sold his rights infavour of one Beedi Pokka who applied to the Forest Department as purchaser and transport passes had been issued in his favour as such purchaser of the material. The said purchase had not been effected after taking sanction. Hence the material had been attached. But on the representation made by Beedi Pokka his purchase was recognised and it was he who credited Rs.191-1-0. Hence I have taken this as an additional point that plff no right to sue as the material belonged to Beedi Pokka. For easy reference I have mentioned in the margin the documents on the basis of which these contentions have been raised. I request you to please verify the contentions made in para 21 as they are questions of law. This suit had been fixed for filing W.S.on 20-3-1954, and application has been given for adjournment. The adjournment has been granted but the date has not yet been fixed as the clerk has gone on casual leave. I request you to return the draft written statement early after approval. The DFO V.D. Kanavem has been shown this draft & his suggestions have been added in the draft

9067
30/3/54

Yours faithfully,

Dist.Govt.Pl.Kanara.

Submitted

Submitted the draft
CWS, framed by HQrs
in consultation with the
Divisional forest officer...
of the Collector as also according
to NE. Govt. It appears to be
in order & may be approved
so

Misc
30/3/64

Sole (ML) 20/3

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Draft Written Statement in O.S.No.110-1953.

1. It is admitted that plff was granted a strip of 44 yards out of Morali S.No.46 adjoining his malki S.No.47, by the P.O.K.D. on 25-6-49.

vide page 1 of file and page 5 sketch.

2. But the file of strip area papers maintained in the Ankola Revenue Office is missing and cannot be traced inspite of all efforts.

vide collector's letter No.23/7-1-1954.

3. This strip area had been granted to the plff under the Kanara Forest Previliges Rules 1924 for bonafide agricultural purpose i.e. for bringing under cultivation this malki S.No.47. He was to clear cut the strip area excepting trees of certain species and he was to get the material on payment of their value. The value had been estimated at Rs.272-5-0. The plff had credited Rs.81-4-0. Rs.191-1-0 were due from him.

4. Under Article 131 (4) of the Bombay Forest Manual (Volume III 3rd Edition) the plaintiff was debarred from selling or bartering the material obtained from the strip area, without permission of Competent Authority.

5. Although the papers regarding the original grant of the strip area maintained by the Ankola office taluka are lost it is clear from the papers with the Forest Department that on 23-3-1950 the mamlatdar of Ankola had intimated to the D.F.O.W.D. that the grant had been cancelled by the Assistant Collector K.D. on 11-3-1950 and order was issued to plff cancelling the grant.Hence the D.F.O. was asked not to issue any passes for moving the material.

Vide page 23 of the file.

6. It is not admitted that the plff had himself invested Rs.3500/- for the clearance of the strip area. It was not necessary to invest such a large amount. As admitted by the plff the clearance

45

had been done by one Beedi Pokka Padti who had purchased the stdip material.This sale in his favour was illegal. As no permission had been obtained by the plff from the Revenue Authorities or from the Forest Department. The material was therefore validly attached

7. It is not admitted that Beedi Pokka was an agent of the plff or that he had made the clearance as an agent. It was Beedi Pokka who had purchased the standing material and in that capacity had made the clearance.

vide Beedi's application at pages 13 and 59 but see plff's appln at page 45 which says he did it under a Karar.Call for such Karar.

8. It appears that this sale in favour of Beedi Pokka had not come to the notice of the Authorities concerned. Hence it appears that clearance certificate was issued by the mamlatdar of Ankola and passes were issued by the Forest Department on the strangth of the clearance certificate in ignorance of the fact that there had been an illegal sale in favour of Beedi Pokka. The issuing of passes was stopped as explained in para 3 above when the truth came to light that the plff had sold the material to Beedi Pokka illegally.

9. Accordingly the material already permitted to be removed had to be attached. 10 logs were attached at Manjguni ferry where they had been stacked. This village is ~~several~~ about 10 miles away from Moralli.

See pages 25,27 and 33 of the file.

10. The material which had not left Moralli was also attached 81 logs and 61 tons of fuel had been attached there. It is not correct to say that this material had been attached without assigning any reasons. Clear orders had been issued on the point and the plff had been informed of it.

See pages 35 & 37 of the file.

47

11. All the fire wood had been stacked in S.No.26 of Moralli belonging to plff so also 18 logs marked 'x' in the panchanama had been brought and stacked in malki S,No.26. The remaining logs were in the strip area of S.No.46 which adjoins plff's malki S.No.47. There was a mistake while giving the serial Number to each log in this panchanama. Hence the panchanama wrongly shows the total number of logs as 84. But the description given of the measurements of each log would show there were only 81 logs and not 84.

Apply for R.R. of S.No.26.

12. It is not true that the total material attached was worth Rs.4000/-.The total material including the firewood was worth only about Rs.2144/- It was not worth 2516-5-0 as alleged by the plff. It was Beedi Pokka who had applied to the Forest Department for the release of the material to him asserting that he was a purchaser of the material. It appears that this transfer in his favour was subsequently acknowledged by the P.O.K.D.and Beedi was asked to deposit Rs.191-1-0. The plff had never been asked to pay this sum nor did he pay to the Government as alleged in para 2 of the plaint. The plff had not made any representation but it was Beedi who had made such representation even to the Government for waiving the illegality of the same effected in his favour without previous sanction. The illegality was thus condoned infavour of Beedi. Therefore his sale stands good inview of the orders passed infavour of Beedi. Hence plff has no more right to claim the material as belonging to him since he had already parted with his rights infavour of Beedi and the Govt had waived the illegality of the same infavour of Beedi through effluxion without previous sanction. Hence plff has no right to bring this suit. This sui

Vide Beedi's appln page 59 of the file.

Call for receipt of Rs.191-1-0 and try to trace duplicate chalan.

49

is therefore not maintainable.

13. It was for Beedi to file this suit as he had been asked to credit the balance of Rs.191-1-0 due to the Govt. as the value of the material in the strip area. His right had been recognised by the Government inrespect of this material. In fact it was at his instance that he was permitted to credit Rs.191-1-0 and get the material released. Although the original papers are missing the orders issued infavour of Beedi and the amount credited by him will go to prove this fact.

14. But it appears that under a wrong interpretation or under a wrong impression the attached material was ~~xxxxxxx~~ ordered to be returne to plff. However this fact alone will not entitle the plff to file this suit and to claim compensation of the material which was not released and which was found missing at the time of delivery.

15. Accordingly plff was asked to take charg of the material lying both at Moralli and at ~~Gangavali~~ Hangal. He was given notice on 23-11-1951 to take delivery of the attached material. But in view of the fact that the material actually belonged to Beedi Pokka it appears that the plff did not care to take its delivery and ~~xxxxxxxxxxx~~ he actually took delivery of ~~xx~~ the 10 logs lying attached at ~~Gangaval~~ Hangal on 10-5-1952.

Vide receipt at page 83, of the file.

16. He took delivery of the material lying at Moralli on 6-2-1952. He took delivery of 39 logs and 5 tons of fuel lying in S.No.46 and of 28 logs and 5 tons which were lying in his malki S.No. He has passed a receipt for this material received by him.

Vide page 79 of the file.

17. Thus out of the 61 tons of fuel he

received delivery of 10 tons and therefore it is admitted that he did not receive delivery of the remaining 51 tons of fuel.

18. The plff alleges in plaint para 3 that the total number of logs consisted of 94 khandies but he has not mentioned the total number of the logs. According to the panchanama only 81 logs had been attached at Moralli. Out of these 81 logs he has received delivery of 39 plus 28 logs i.e. in all 67 logs. The plff admits in para 3 of the plaint that he did receive 67 logs. Therefore only 14 logs had been found missing. It is not clear from the plaint as to how the plff values these logs as measuring 27 khandies and worth Rs.405/- He has valued 51 tons of fuel at Rs.1785/- ⊗ But the value of firewood was never more than Rs.15/- per ton at any time at Moralli. It is not admitted that the missing logs measure 27 khandies. The plff has not mentioned of what species they were or of what dimensions. The valuation is therefore without any basis.

⊗ see P.C. clarification Rs 1785 as price of 51 Tons of Firewood which was Rs 35 per Ton. Moralli is 10 miles away from Sangawali. Transport charges from Moralli to Sangawali come to 15/16 Rs per Ton. Rate of firewood at Sangawali or Goa can depend, hence cannot be considered Rs 30 per Ton. Difference of firewood at Moralli

19. The Government is not responsible for the delay in delivery of the attached material. The material had been attached under a legal process of law. The plff has not claimed any declaration that the attachment was illegal. It is true that the material had remained under attachment for pretty long time But this was because the plff had affected the sale of this material without obtaining previous sanction, It was as a matter of concession or as an act of mercy that Beedi Pokka was allowed to credit the balance of Rs.191-1-0 and get the material. Hence the Government is not responsible for the deterioration of the material during the period of attachment. Secondly, there was delay on the part

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53

the plaintiff to take actual delivery. Hence the Government is not responsible.

20. At the time of the attachment all the ~~timber~~ firewood was lying inplff's malki S.No.26, as also 18 logs. But at the time of delivery to the plff it was found that 5 tons were lying in S.No.46 and instead of 18 logs there were 28 logs lying in plff's malki S.No. This is a clear index to show that the material had been tampered with during the interval. Nobody could move the material from the strip area to plff's own land or vice-versa without his knowledge. Nobody was interested to do so. This material had been given in the charge of plff's tenant-Nagappa Timmappa Nail ~~wk~~ with plff's consent and in his presence. He has attested the panchanama, dated 26-3-1950. It was at his instance that the material was given in the charge of his tenant. Usually such attached material is given back to the possession of the defaulter. In this case the plff is a resident of Mogta and hence at plff's instance the material had been entrusted ~~of~~ to his tenant-Nagappa. It appears that Nagappa is a resident of Moralli. He had never complained that any material had been lost except regarding one cartload. The plff too had never complained about it. There was no watch maintained by the Government on the said material as it had been given in the custody of Nagappa at the instance of the plff.

Re endorsement of the delivery of the material to Nagappa below.

Vide page 85 of the file.

21. It is therefore submitted that Nagappa was plff's agent and if any material was lost the Government is not responsible. In the alternative it issubmitted that even if it be assumed that Nagappa was entrusted with the material on behalf of the Government he becomes a bailee and

55

the Government is not responsible as it had taken proper and reasonable care for the protection of the material by entrusting it to Nagappa.

22. In para 3 of the plaint the plff has asserted that he had lost ~~26~~ 27 khandies of logs and 51 tons of fuel. He has not asserted on what grounds he wants to hold the Government responsible for the loss. He has not asserted that the Government was negligent or that it had failed to take reasonable care and protection of the material lost. Unless the plff makes out a case as to on what grounds he wants to hold the Government responsible for the loss he cannot claim any compensation from the ~~plff~~ Government without making specific allegations. If the material was lost partially it ~~was~~ must have been done by the plff or at his instance as can be seen from the circumstances of the case. In the alternative it is asserted that it was a pure accident for which Government cannot be held responsible.

23. Plff's proper remedy was to proceed against Nagappa who was entrusted with the material. The Government is not responsible.

24. The Government is not legally responsible for the loss of the material on any account.

25. It is therefore prayed that this suit may be dismissed with costs.

Advocate for the Govt. DGP. 24/3/54

1576

No. 8611/E
Office of the
Remembrancer of Legal Affairs,
Bombay Castle, 2nd April 1954.

Subject:- Kanara C.S.No.110 of 1953.

MEMORANDUM.

With reference to his letter No. 176 dated the 25th March 1954, the District Government Pleader, Karwar is informed that draft of the Written Statement forwarded by him is in order and he may file the Written Statement accordingly.

o/c

for Remembrancer of Legal Affairs.

To
The District Government Pleader, Kanara,
Karwar.

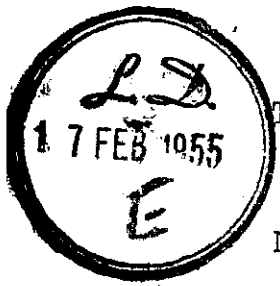
Issued 31/3/54

Submitted for signature.
MUC
1/4/54 SS

Shri [illegible]
1/4

From:

The District Government Pleader,Kanara.



To

The Remembrancer of Legal Affairs, Bombay.

No. 183 of 1955. Karwar, dated 12-2-1955.

Sir,

In O.S.No.110-1953 filed by Tippanna Giriyanna Naik, the Civil Judge, Senior Division,Karwar has passed a decree for Rs.862-8-0 and proportionate costs with future interest at 3% on Rs.862-0-0 from date of suit till payment. Recommendation for filing an appeal will be submitted after obtaining certified copy of the judgment.

Yours faithfully,

Dist.Govt.Pl.Kanara.

Immediate:

No. 1290/E

Office of the
Remembrancer of Legal Affairs,
Bombay Castle (Bombay No.1), 24th February 1955.

Subject: C.S.No.110/53
T.G.Naik
vs
The State of Bombay.

Memorandum

With reference to his letter No.133 dated the 12th February 1955 on the above subject, the District Government Pleader, Kanara, Karwar is requested to forward to this office an uncertified copy of judgment and to state what is the last date for filing an appeal.

for Remembrancer of Legal Affairs.

To

The District Government Pleader,
Kanara, Karwar.

BD/23.2

Immediate.

No. 5276/E - 63
Office of the
Remembrancer of Legal Affairs,
Bombay Castle (Bombay No.1), 10th March 1955.

Subject:- C.S.No. 110/-53
T.G.Naik
vs.
The State of Bombay.

MEMORANDUM.

With reference to the subject noted above, attention of the District Government Pleader, Kanara, Karwar is invited to this office Memorandum No. 4290/E, dated the 26th February 1955 and he is requested to forward to this office an uncertified copy of judgment and to state what is the last date for filing an appeal.

for Remembrancer of Legal Affairs.

To

The District Government Pleader, Kanara,
Karwar.

BM.
10.3.

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EXPRESS STATE

District Government Pleader,
Karwar.

NO. 5275/E REFERENCE YOUR LETTER NO. 148
DATED SIXTEENTH FEBRUARY AAA PLEASE FILE APPEAL IN
SUIT NO. 110 OF 1953 ON NOMINAL STAMP

SECLEX

Office of the
Remembrancer of Legal Affairs,
Bombay Castle (Bombay No.1), March 1955.

Copy by post to the District Government Pleader, Kanara, Karwar with a request to forward an uncertified copy of judgment immediately.

for Remembrancer of Legal Affairs.

Submitted for sanction
Sd/- (M.C.)

PBSL

67

From:

The District Government Pleader, Kanara

To

The Remembrancer of Legal Affairs, Bombay.

No. 148 of 1955. Karwar, dated 16-2-1955.

Not received

Sir,

In continuation of my letter No. 133 dated 12/2/1955 I am forwarding herewith uncertified copy of judgment in O.S.No.110-1953 filed against the State of Bombay by Tippanna Giriyanna Naik. The claim in suit was of Rs.2190/- as price of 27 khandis of logs and 51 tons of fuel. The suit was based on the ground that the attachment was wrongful. Issue No:1 covered this point. The learned Civil Judge, S.Dn.,Karwar has held that the attachment was wrongful. The entire correspondence on the subject had disappeared from the Taluka Office at Ankola..Only few papers were available from the file maintained by the Forest Department. I had therefore filed in this suit a letter from the Collector of Kanara saying that the file of papers from the Ankola taluka office was missing. This point has been referred to in the para 8 of the judgment.

I relied on the following evidence to support the unauthorised sale by Plff infavour of Beedi Pokka.

1. Ex.46 is application dated 8-3-1950 made by Beedi Pokka asking for issue of passes in his favour on the ground that he had purchased the material from Plff.
2. Ex.47 is R.F.O's order dated 9-3-1950 for the issue of the said passes.
3. Exs.48,68,69,70 and 71 passes issued infavour of Beedi Pokka as purchaser from Plff.

The learned civil judge has not accepted the story of unauthorised sale as the R.F.O.Ex.76 had failed to get the sale chit produced from Beedi Pokka, (vide paga 9 of the judgment). He simply recorded the statemen of Plff and forwarded it to the mamlatdar of Ankola whose record is now missing.The learned civil judge

says that secondary evidence should have been lead of the then Mamlatdar or Assistant Collector. The incident is of 1950. The hearing of the case started at the end of 1954. It was impossible to believe that the then mamlatdar or the Assistant Collector would be able to recollect having seen such a statement forwarded to them as it had not been referred to in any of the available papers. Even if such an attempt had been made it would have been argued by the other side that it was impossible for the mamlatdar or the Assistant Collector to recollect such an event and therefore the word of that officer was highly improbable. Fact remains that it was not possible to lead such evidence. As regards the outward register the entries in such a document simply give the outward number and the name of the officer to whom they are sent. The entry does not specify what document ~~was~~ paper had been forwarded. The word of the R.F.O. ought to have been accepted, because number of passes had been issued after this application infavour of Beedi Pokka and these passes have been produced by the Plff himself. When these passes were called upon to be produced in this case the Plff's pleader produce them. Yet the Plff feigned ignorance of these passes. Secondly, it has come in the evidence that Beedi Pokka was attending the Court on every occasion. Thirdly, it was he who had petitioned to the Govt to waive the technicality of the unauthorised sale and to return the material to him. The ~~copy~~ order received by Beedi Pokka to this application had been produced by the Plff himself.That clearly proved that it was Beedi Pokka as purchaser of the material who had moved ~~him~~ in the matter and got the material released (vide order Ex.40)

The fact that the R.F.O. ordered that the passes may be issued in favour of purchaser Beedi Pokka has been construed against the theory of the unauthorised sale. But the fact remains that such passes were issued infavour of Beedi Pokka as purchaser of the material. It may be that the R.F.O. had himself bungled and ~~taken~~ treated ~~the sale as authorised one in the first instance~~. Otherwise it would not be consistent with the issue of the passes in favour of Beedi as purchaser. Therefore the inference drawn by the learned

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Civil Judge appears to be wrong.

Similarly the learned Civil Judge has criticised the statement made in para 8 of the W.S. Therein it has been asserted that the sale in favour of Beedi had not come to the notice of the authorities concerned and therefore the clearance certificate had been issued. This refers to the situation before Beedi's application dated 8-3-1950 for issuing the passes. This was an explanation as to how a clearance certificate happened to have been passed by the authorities. ~~Therefore~~ This statement has been misapplied to the situation after Beedi's application Ex.46. Therefore the discussion at the end of para 9 is based on wrong interpretation.

In para 10 of the judgment the learned civil judge holds that it was pleaded in the W.S. that the attached material had been ordered to be released on the representation made by Beedi Pokka. In this connection the learned Judge relies on Exs.40,41,43 and 64. Ex.40 happens to be an order issued to Beedi himself in reply to his application dated 26-8-1951. It also gives reference to his previous application dated 1-2-1951. Ex.47 is an intimation issued to Plff on 6-2-1952 that material has been ordered to be released to the Plff. This is based on Ex.43 which is mamlatdar's order addressed to the Plff that the material has been released to the Plff. Ex 64 is another intimation or notice issued to the Plff to take delivery of the attached material. It is true that there was some bungling. The Govt order to release th material on Beedi's application appears to have been misinterpreted by the Revenue Authorities and the Forest Department as well. It appears that the material was ordered to be released to the Plff as he was the original grantee. But Ex.40 clearly proves

that it was Beedi who had moved the Government for the release of the material. In addition to this there was a letter addressed by the D.F.O.Kanara dated 7-9-1951 which was produced at serial 19 ~~21~~ of our list of document Ex.~~22~~ .This letter contains a copy of a representation made by Beedi Pokka dated 26-8-1951. Ex.40 referred to this application of Beedi dated 26-8-1951. I therefore argued that this document at serial 19 should be admitted in evidence. The learned civil judge admits that the original of the order has been produced by the Plff at Ex.40.This letter has been wrongly excluded from the record.

The learned civil judge next believes that the sum of Rs.191-1-0 had been paid into the Ankola Treasury by the Plff himself which is wrong. No challan had been produced to show that it was so credited by the Plff himself. Yet on this wrong basis the learned civil judge has held that there is inconsistency.

Even assuming all the above discussed findings & conclusions of Judge to be correct the question of attachment of the material did not depend upon these considerations.The fact remains that the original grant had been cancelled by the Prant Officer. Ex.49 letter from Mamlatdar of Ankola to D.F.O. dated 23-3-1950 read as below:

> " Reference P.O.K.D's TRA.9955 dated 25-6-1949 and ~~222~~ 23-2-1950 granting strip of 44 yards to Tippanna in forest S.No.46 adjoining S.No.47 , the A.C.K.D.under his TRA.No.9955 dated 11-3-1950 has issued the orders cancelling the grant of strip in question and I am directed to inform you not to issue any passes to the applicant to transport the timber from the strip area and to arrange for disposal of the same "

It is in pursuance of this order cancelling the grant that the R.F.O.issued his order Ex.50 asking the Shiroor Forestor not to issue any passes to Beedi Pokka or to Plff and that the material should be attached under a panchanama. (his cross examination Exh 76 Rp has said that he acted under S 44 of the Forest Act) When these 2 documents be read together it will be seen that the attachment of the material was result of the cancellation of the grant. The reference that transport passes should not be granted to Beedi Pokka further supports the defence of the Government that the grant had been cancelled because the unauthorised sale had come to light. Beedi's application was dated

8-3-90 (Vide Ex.46 referred to in para 6 of the judgement. The order cancelling the grant referred to ab above was passed on 11-3-1950. The R.F.O's evidence at Ex.76 was that on receipt of Ex.40 he had recorded the statement of Plff and moved for cancellation of the grant. In the meantime he could not stop issuing the passes and therefore the passes referred to above had been issued. This is quite consistent. Therefore the learned civil judge ought to have held that the cancell-ation of the grant was the result of Beedi's applicatio which disclosed unauthorised sale. That is why in Ex.50 the R.F.O. ordered that no more passes should be issued to Beedi Pokka. This is sufficient to prove that the attachment was the result of the cancellation of the grant. The mamlatdar's order required the Forest Depart-ment not to issue any passes and further " to arrange for the disposal of the sale ". Now for the proper disposal of the material collected by the Plff it was necessary to attach the same. The attachment was thus the direct result of the cancellation of the grant. Therefore the attachment was not wrongful. The finding on issue No.1 is therefore wrong.

In para 12 the learned civil judge has drawn a wrong inference that it must have dawned on the Government that the attachment was wrongful and therefore the material was ordered to be released. Even assuming for a moment that the attachment was wrongful I had argued that this amounts to a tort committed by one of the officers. Govt is not respons-ible for the torts committed by its officers. This aspect of the case has not been touched in the judgment.

As regards the comments at the end of para 12 and para 13 it is true that the panchanama of attachment was shabily drawn up. Plff himself is

one of the panchas. The other panch is his tenant Nagappa. The endorsement below the panchanama Ex.57 shows that the material had been entrusted to the Plff's tenant Nagappa. The endorsement does not specifically say that the material had been entrusted at plff's instance or that Nagappa was his agent. But the fact remains that Nagappa was his tenant, Plff resided 2 miles away, Nagappa resides in the very plot where the material was stored and that the endorsement had been signed by the Plff himself. Therefore the learned civil judge appears to be justified in holding that the Govt had failed to prove that Nagappa was Plff's agent.

In para 17 of the judgment the learned civil judge has come to the conclusion that the material lost consisted of 14 logs and 51 tons of fuel. This is correct. The learned civil judge has observed that the price per khandi claimed by Plff at R. 15/- has not been challenged by the Govt. In the W.S. we had clearly asserted that the Plff had not mentioned the specie and the dimensions and that the rates differed on several points. This point has been urged at the cross examination of the Plff. Yet the learned civil judge has accepted the rates claimed by the plff. As regards fuel the rate has been calculated as per Govt's say.

In para 20 the learned civil judge has discussed the question of limitation. I argued that the claim was barred under Art.29 of the Limitation Act. This suit clearly was one based on wrongful attachment and it was under legal process. The cause of action shown in the suit is the date on which the wrongful attachment was effected. The basis of the claim is not the failure to return the articles which were attached on 23-3-1950. If that was so the date of cause of action would have been the date of order under which the material was ordered to be released by the Government. The learned judge is therefore wrong in holding that this was a suit for compensation for return of the articles. Similarly the words legal process have interpreted to mean process issued by a Court. It could also cover a case of an attachment legally effected under sec.41 of the Forest Act.

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In para 12 of the judgment the learned civil judge has observed " the attachment made by the authorities was altogether unjustified. This position it seems, dawned upon the Government lateron. And so it made rel[illegible] order infavour of the Plff." But in para 23 the learned civil judge observes " on the other hand the Govt has gone on identifying the actions of its servants with itself as if they were its own and no-where the Govt has tried to disown the actions of these authorities." These observations are self contradictory. There is no document on record to show that the Govt had acquiesced in the wrongful order of attachment. On the other hand the record shows that the Govt had ordered its relase.

5413 E 23/2/55 G

The learned civil judge also observes that I sprung upon the Court the question of Government responsibility for such tortious act. In para 24 of the W.S. it was asserted that the Govt was not legally responsible for the loss of any material on account. The criticisms on these points are really not justified.

Issue No.8 was to the following effect:

" Whether Plff proves that the deft was responsible to return the material or its value" This issue clearly covered the question of Government's liablity even assuming that the attachment was wrongful. The learned Civil Judge is therefore wrong in holding that a specific issue ought to have been asked for. At the end of para [illegible] of the judgment he has wrongly refused to [illegible] this plea. &

On these grounds I recommend filing appeal against the decree and judgment. I herewith an abstract Bill for an advance of R[illegible] for court-fees, process and paper-book charges. The Bill sent herewith may kindly be [illegible]rsigned incase the govt wants me to file an appeal against this decree. I have already applied for the certified copies of the Judgment and Decree.

Yours faithfully,

4D

Submitted

'C' branch may kl
Read with this' bill and
return D.S No letter and p/s
to this branch immediately

11/3.

Sd (HC) Lm
11-3

The D&P Advance bill
for Rs. 150/- is already
returned to him under
this Office letter No
5712/C dt. 15-3-55
This p/s. may be sent
E Bs.
31/3/55

)5724

From:-

The District Government Pleader, Kar

To

The Remembrancer of Legal Affairs, Bombay

No. 22b of 1955. Karwar, dated 14-3-1955.

Sir,

With reference to your letter No.5276/E dated 10th instant, I have the honour to inform you that O.S.No.110-53 was decided on 8-2-1955. I was then camping at Sirsi for the trial of a Sessions Case. Immediately on my return to Karwar I addressed you letter No.133 dated 12-2-1955 intimating the result of the suit. Thereafter on 16-2-1955 I addressed you a letter No.148 in detail giving the grounds for filing an appeal. Along with this letter I had forwarded an uncertified copy of the judgment. Thereafter I received your letter No.4290 dated 25th February 55. I was under an impression that the uncertified copy and my letter may not have been before you

L.D. 16 MAR 1955 E
SECRETARY TO GOVERNMENT, LEGAL DEPARTMENT
7948 E 1955
Branch

when you addressed this letter and that it was addressed to me in reply to my earlier letter No.133 dated 12-2-1955. Now that you have again applied for a uncertified copy, I have sent one herewith. I request you to trace my [redacted] No.148 dated 16-2-1955. The decree was signed only last week. I have already applied for certified copies. They are not yet ready. As per your wire I will file the appeal immediately after the certified copies are delivered. There is still time for filing an appeal.

Yours faithfully.

[redacted]

To Dist.Govt.Pl.Kanara.

-D

Enclu. Free Plaintiff by P.H. requests that his office telegram No 5275/E dt. 10.3.55 to file an appeal on nominal stamp. The question of fee on appeal may be considered

Received on : 1-6-1953.

Registered on : 11-6-1953.

Decided on : 8-2-1955.

Duration: 1 year, 8 months and 7 days.

In the Court of the Civil Judge, S.Dn., Karwar at Karwar.

Civil suit No.110-1953.

Pleaders.

Shri Y.T.Nadkarni.

Tippanna Giriyanna Naik, age 60, ryot of Mogta in Ankola taluka.

...Plff.

Vs.

Dist.Govt.Pl.Kanara.

The State of Bombay .... Deft.

Claim: Rs. 2190/-.

This is a suit against the State of Bombay for the recovery of Rs.2190-0-0 as the price of 27 khandies of logs and 51 tons of fuel material that were wrongfully attached and taken away from Plff's possession by the Forest Department.

Plff's case as made out in the plaint is as below :-

The Plaintiff was granted a strip of 44 yards out of Moralli forest S.No.46 by the Prant Officer, Karwar Division, Karwar on 25th June 1949. The Plff accordingly cleared those strips and prepared the material at a cost of about Rs.3500 through his agent, one Shri Bidi Pokka. On payment of Rs.81-4-0 by the said Bidi Pokka into the Treasury under instructions of Plff a clearance certificate was issued by the Mamlatdar, Ankola and stock dastan passes were issued by the Range Forest Officer, Ankola under No.33647 dated 11th March 1950, [illegible] No.33648 dated 12th March 1950 and No.4234 dated 13th March 1950 and so on. Some of the stock was then removed to Gangavali bunder for transport and sale. In the meanwhile the Range Forest Officer, Ankola attached all the stock including that which was transported to Gangavali and Moralli bunder on 23-3-1950 without assigning any reasons therefor. The value of the stock thus attached was Rs.4000/-. After attachment

the Range Forest Officer took possession of the same and kept it lying in the open to sun and rain and thus caused damage to the property. Complaints were then made to the Forest authorities and the Government of Bombay demanding damages for wrongful attachment and compensation. The Govt after considering the whole matter ordered the release of the property in favour of Plff after taking from him an excess royalty of Rs.181-1-0 Plff paid the amount immediately, but all the property was not released to Plff. Only 67 logs and 10 tons of other material were released to him. The remaining 27 khandis in logs and 51 tons of fuel material were not released inspite of repeated demands in that behalf. Plff ultimately gave a notice to Government under sec.80 in respect of the price of the unreturned logs. The Govt gave no reply. Hence the suit for the price of the unreturned logs and fuel.

2. The Government resists the claim by its written statement Ex.14 as amended by Ex.35. It has various contentions to make:

Its first contention is that the grant of the strip to Plff was hemmed in by certain restrictions one of which was that he was debarred from selling or bartering the forest material obtained from the strip area without the previous permission of competent authority; but Plff made a clandestine sale of the material to the said Bidi Pokka and when the matter came to light the Assistant Collector cancelled the grant and ordered the attachment of the material. The attachment, it is submitted, was therefore valid in law and Plff's allegations in that behalf were all wrong.

It is next contended that after the attachment the material was ordered to be released by the Government in favour of Bidi Pokka - the vendee- after his depositing Rs.191/- in that behalf on the representations made by him. Hence the Government pleads that Plff had no right to claim the material as belonging to him and he therefore had no lucus standi to bring the suit.

Thirdly, it is contended that the number of logs attached from Plff's malki survey no.26 of Moralli was wrongly shown in the panchanama as 64 but the actual number was only 61.

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Fourthly, it is contended that the attached material was given in the custody of Plff's tenant-Nagappa at Plff's instance and with his consent and therefore the Government was not responsible for any loss or decay occasioned in Nagappa's custody; that the Government was also not responsible for the loss as it was mainly due to the breach of terms committed by Plff that the attachment was necessitated; that further the release of the materials was only an act of mercy on the part of the Government and that further on Plff failed to take the delivery of the released materials in time. In the alternative the Government pleads that the loss occasioned was due to pure accident and therefore the Government was not liable for the loss.

Fifthly, it is contended that Plff had not shown the quality and the actual measurements of the missing logs and that the measurements which he has shown were all imaginary and incorrect. That further the prices of the logs and fuel quoted by Plff were also not proper. Hence the amount claimed by Plff was very much exaggerated.

Sixthly, it is contended that the claim was barred by limitation either under Article 14 or 29 or 36 of the Limitation Act (Note: This plea was added laterly under Ex.35)

Seventhly, it is contended that Nagappa was the necessary party to the suit.

For all these reasons the Government submits that Plff's suit should be dismissed with costs

3. On these pleadings the following issues were set down for hearing at Ex.23 :-

1. Whether Plff proves that the attachment of the material was wrongful ?

1A. If not, is Plff entitled to the damages for non-delivery of the goods attached from him and whether the claim in this behalf is in time ?

2. Whether Plff proves that 94 khandis of logs had been attached by the Government ?

3. What is the quantity and quality of the logs not returned to the Plff ?

4. What was the value of such logs ?

5. What was the rate of fuel per ton ?

6. Does Deft prove that the Plff had sold the material of the strip to Beedi Pokka ?

7. If so, can Plff maintain this suit ?

8. Whether Plff proves that Deft was responsible to return the material or its value ?

9. If so, does Deft prove that the attached material at Moralli had been entrusted to the Plff's tenant and agent Nagappa or with his consent ?

10. If so, is Deft not liable to pay its value ?

11. What order ?

1B. Whether the suit claim is not in time ?

4. Findings.

1. Yes.

1A. Does not survive.

1B. The claim is in time.

2. Proves that only 91 of logs had been attached by Government.

3. Quantity and quality of logs not returned to Plff cannot be decided.

4. Rs.862-8-0.

5. Rs. 15/- per ton.

6. No.

7. Does not survive.

8. Yes.

9. No.

10. Deft is liable to pay its value.

11. As per order.

Reasons.

5. It is necessary to recapitulate the facts briefly in order to appreciate the pleas made in this case. Plff is the owner of survey no.47 of Moralli village which is mainly a paddy growing land. This land is situate in forest area. For the purpose of facilitating the cultigation of this land he made an application for the grant of an adjoining strip in Government survey no.46 and the grant of 44 yards adjoining the survey number out of the forest survey no.46 was made to

him on 25-6-49 under Article 143(8) of the Cana District Forest Privilege Rules as contained in the Bombay Forest Mannual Vol.III. The original grant itself is not before us but a copy of it is produced at Ex.44. According to the terms of the grant the Plff was to execute a bond containing certain restrictions about its user and Plff accordingly executed a bond. But the bond also is not before us. One of the restrictions placed on Plff was that he was prevented from selling or bartering the forest material obtained from the strip area without the previous permission of competent authority.Violation of this condition entailed cancellation of the grant and also attachment of the material The facts so far are now at all in dispute.

6. The dispute starts with what happened thereafter, which I would like to state in terms of the documentary evidence on record. After the grant in Plff's favour the strip was got cleared of the forest material and the material was kept ready for transport. It consisted of logs and fuel wood. Royalty of Rs.81-4-0 in this respect was paid by one Bidi Pokka whom Plff claims to be his agent appointed for the clearance of the forest material but whom Government calls the vendee of the material from the Plff. After the productio of the royalty Bidi Pokka made an application to the Range Forest Officer Ankola on 8-3-1950 stating that he had purchased the forest material from Plff and that ~~x~~ therefore the transport passes should be issued in his name (Vide Ex.46 his application), and the Range Forest Officer gave an order to the Round Forest Officer Shiroor on 9-3-1950 for the issue of the said passes (Vide Ex.47 his order).Transport passes accordingly were issued to Bidi Pokka under Exs.48,68,69,70 and 71. Meanwhile it seems the Ranger also took a statement of of Bidi Pokk

of the sale in his favour and forwarded the statement to the Mamlatdar Ankola, who in turn, it seems, forwarded it to the Assistant Collector and it further seems the Assistant Collector passed an order whereby he cancelled the grant and gave a direction not to issue any transport passes and further to arrange for the disposal of the material The mamlatdar of Ankola communicated this order to the D.F.O., by his letter dated 18-3-1950 under Ex.49 and the D.F.O. forwarded the order to the R.F.O. The Range Forest Officer then gave an order to the Round Forest Officer Shiroor by his letter dated 24-3-1950 under Ex.50 whereby he ordered him not to issue passes of transport till further orders from him. On the same day he further issued a separate order to the Gangavali Depot Guard to attach the property that had been brought there (vide Ex.50). The material at that time was lying scattered in three survey numbers. Part of the material was still in the strip area and part of it had been stored in Plff's another malki survey no.26, and another part of it had been already removed to Manjguni. After the receipt of the above-mentioned orders the Round Forest Officer attached all the material lying in these three places and handed over custody of it to one Nagappa Timmappa Naik who was Plff's tenant. Thereafter it seems, both Plff and Bidi Pokka made separate representations to the higher authorities complaining against the attadhment. The Government in the end set aside the attachment and ordered the release of the property after production of an additional royalty of Rs.191-1-0. The release order according to Plff was made in his favour in view of his representations, but according to the Government it was made in favour of Bidi Pokka. The records however at Exs.40-41,43, and 64 show that the release order had been passed in favour of Plff and Plff actually was given delivery of 77 logs and 10 tons of fuel. He now sues for the price of the undelivered balance of logs ans fuel to him. This in brief is the history that comes out from the records produced in this case.

7. Now as can be seen the whole case centres round the alleged sale of the cleared forest material in favour of Bidi Pokka by Plff. If the Government can successfully prove this sale then Plff obviously will be out of Court; but if otherwise, Plff's case stands to be considered seriously. So I would better consider this point first before taking up the other points.

8. The Government pleader opens his case in this point with an apologia that he was labouring under s serious handicap due to the loss of the entire correspondence on the subject from the Government records. That fact is no doubt there. But then that fact by itself cannot be magnified out of all proportion so as to spell out a case for Government if otherwise on facts the Government is unable to make out one and that is exactly what I should observe at the very outset that the Government is trying to make out in this case.

9. To start with there is absolutely no direct evidence in this case to establish a case of sale of the material by Plff to Bidi Pokka. The entire case of the Government is based upon the application made by the Bidi Pokka to the Range Forest Officer for the issue of transport passes on the allegation of the sale in his favour by Plff and the subsequent issue of the transport passes by the Range Forest Officer in pursuance of that application. But I must, with due respect to the Range Forest Officer, observe that the part played by him in this affair was none too happy. Immediately after receiving Bidi Pokka's application he is said to have verified the fact of purchase from the Plff by recording his statement (Vide his deposition,Ex.76). Yet it is very strange to note that he did not get the sale chit produced from Bidi Pokka. Further he knew when he received this application that the sale by Plff was unauthorised and as such the material was liable for

confiscation. So his obvious duty was to report the matter, before issuing any transport passes to Bidi Pokka, to the authorities concerned. The Range Forest Officer admits that he did not make any such report. He however states that he forwarded the statement made by Plff to the Mamlatdar Ankola and the record unfortunately, as stated by the Government pleader, has been lost. Though this be so, the Range Forest Officer could have very well given secondary evidence about the contents of the application. Failing him the Government could at least have examined the then Mamlatdar and the Assistant Collector to state about their having seen the statement and acted upon it. Failing all these, the outward Register admittedly maintained by the Range Forest Officer, wherein according to the Range Forest Officer, the forwarding of Plff's statement to the Mamlatdar had been mentioned, could have been produced. But nothing of this sort has been done in this case. So how can the mere statement of the Range Forest Officer be relied upon ? There are further difficulties in accepting the statement of the Range Forest Officer. Now if the Range Forest Officer while doing all these things knew that the property was liable for confiscation then, as a man of ordinary prudence the least that he could have done was to tarry the issue of transport passes to Bidi Pokka pending orders of superior authorities in that connection. But he on the other hand very strangely straightway issued transport passes to Bidi Pokka. But the matter does not end here, strange though the conduct of the Range Forest Officer might seem to be in the light of the statement made by him. Stranger still is the pleading made in this behalf which can be found at para 8 of the written statement. There it is pleaded that the sale in favour of the Bidi Pokka had not come to the notice of the authorities concerned and that therefore the Mamlatdar of Ankola issued the clearance certificate on the strangth of which the Forest Department issued the transport passes. Now, reading this pleading in the light of the state ment made by the Range Forest Officer, we find altogether a totally inconsistent case on this point. According to the Range Forest

Officer it was he who first came to know of the sale and he enlightened the Mamlatdar about it by forwarding the Plff's statement to him. But according to the pleading neither the Mamlatdar nor the Range Forest Officer knew anything about this sale while issuing the transport ~~px~~ passes. Now what can we make out from all these ? It only shows that the defence does not know its own mind.

10. This confusion ~~px~~ apart, we have still something more to confound us. As the story goes on unfolding we find more inconsistent statements and more inconsistent conduct on the part of the authorities in this connection. We now come to the version after the attachment. It is pleaded that this attachment was later raised on the representations made by Bidi Pokka and the material was ordered to be released in his favour on his depositing an additional royalty of Rs.191-1-0. Yet we find from Exs. 40,41,43 and 64 that the additional royalty in question was got produced from Plff and the material was released to him and not to Bidi Pokka as pleaded. Now in this connection the Government Pleader urges for the exhibition of the letter written by the District Forest Officer Kanara dated 7-9-1951 addressed to the Range Forest Officer Ankola which is at serial 19 of Ex.22. That letter incidentally contains a copy of the ~~px~~ representation made by Bidi Pokka to the Conservator of Forests for the release of the material in his favour and the copy of the order passed by the Conservator of Forests below that application together with the order passed by the Divisional Forest Officer. It may be noted here, the original of the order passed by the Conservator of Forests is produced separately at Ex.40. The Government Pleader now wants the whole of th this document including the copy of the application made by Bidi Pokka which is contained in it to be ~~x~~ exhibited. But the pleader for Plff opposes the

exhibition of this copy and I think rightly. As remarked already what is contained in the letter is the copy of the application made by Bidi Pokka and as such, it was necessary to prove it by adducing the secondary evidence of the person who made the copy. Neither the Divisional Forest Officer nor the Conservator of Forests has been examined in this case. The document in question cannot be called a public document. So that portion which contains the copy of the letter cannot at all be accepted. Even granting that it is admissible in evidence it only shows the representations made by Bidi Pokka that he had produced the additional royalty of Rs.191-100 and that the material had been ordered to be released in his favour. But the Conservator in his order down below the copy, contradicts these very statements by stating that the mamlatdar of Ankola had reported that the grantee (Plff) had paid the differential amount of Rs.191-1-0 in the Ankola Treasury on 12-12-1951 and that the material had been released to him. So now we are confronted with another very interesting situation. Now, if the material had been released in favour of Bidi Pokka as pleaded by the Government it is a bit difficult to understand why the amount was got produced from Plff and the material was released in Plff's favour. This apparent inconsistency is tried to be explained that it was done so on a wrong interpretation or under a wrong impression of what was conveyed by the Government order. If this was so it was necessary to produce the Government order of release to show that it contained an ambiguity of this type. That original order of release has not been produced at all. So in the absence of it it is hard for me to accept the explanation offered by the Government. Now speaking for myself, it beats me to understand how, if the order of release was passed in favour Bidi Pokka, the authorities could have made the mistake of releasing it to Plff. To borrow a phraseology, it all shows that there is something rotten in all this affair.

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11. To sum up briefly, the sale pleaxx put forward by the Government bristles with so many contradictions and inconsistencies that we get despaired of it althgether The best evidence of the sale in favour of Plff was the sale- chit itself, failing which the Government could very well have adduced secondary evidence in respect of it. Failing all these there should have been at least a consistent conduct on the part of the authorities in order to find in their favour that they were convinced of the sale made by Plff in favour of Bidi Pokka. But the actions taken by the authorities which have been discussed by me already , reveal altogether a different story. They have at first acted on the supposition that there was a sale and thereafter they, it seems, realised their mistake and then they made the release order xx infavour of Plff. As it appears to me the authorities acted very precipitately in the matter without making adequate enquiries regarding the alleged sale made by Plff in favour of Bidi Pokka. Otherwise one simply fails to understand why they should have withdrawn the attachment in favour of Plff All these speak very much against the sale theory put up by them. Further they have been quite unable to produce anything inculpatory against Plff so as to justify the inference of a sale by him in favour of Bidi Pokka. All that is urged against him is that he has not produced anything to show that he had appointed Bidi Pokka as his agent, in support of the case made out by him. But I must rekark that the burden of proving the sale was upon Government and not upon Plff and that being so, it was the duty of the Government to prove its case by the strength of its own evidence, which in my opinion, it has utterly failed to do. I therefore find in the negative on

this point and the result is, the Plff is fully entitled to maintain this suit.

12. When thus the Government ~~fxiks~~ have failed to prove the sale it very naturally follows that the attachment made by the authorities of the material was altogether unjustified. This position it seems dawned upon the Government later on and so it made the lelease order in favour of Plff on his paying an additional royalty of Rs.191-1-0 and followed up the release order by delivering a portion of the material to the Plff. Now it cannot be denied that Plff by virtue of the grant was entitled to the apportionment of the material found in the strip as he liked and this position also is no longer denied by the Government pleader But the next contention made by them is that the attached material had been entrusted to the custody of Plff's tenant Nagappa Timmappa Naik at Plff's instance and with his consent and therefore the Government was not responsible for any loss that was occasioned while the material was in the custody of the said Nagappa ~~fmr~~ or for the material short-delivered. In view of this defence it was again incumbent upon the Government to show that the attached material was entrusted to the custody of Nagappa at the instance of Plff and on his behalf.

13. But here also the Government have no good case. Exs.55,57 are the panchanamas of the attached material made at the time when effecting the attachment. Ex.55 is concerned with the 10 logs that were found transported to Manjguni. These logs have been returned back to Plff and there is no dispute about them. The dispute centres round the logs that were attached from the strip survey no.46 and Plff's malki survey no.26 of Moralli village. It is funny to note here that the panchas who were called on the occasion of holding this panchanama (Ex.57) were no other than Plff himself and his tenant Nagappa Timmappa Naik. Now ordinarily panchanamas are made with the aid of some disinterested persons. But here we find something otherwise. But let us proceed ahead. After making

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the panchanama, Ex.57, the materials as endorsed below the panchanama were entrusted to the custody of Nagappa Timmanna. To this endorsement made by Nagappa the plff has also affixed his signature Now on the strength of this signature made by Plff to the endorsement made by Nagappa and on the strength of the evidence given by the Round Forest Officer Dulba Telang (Ex.77) it is urged that the material was so entrusted at the instance of Plff himself and on his behalf. But I must observe that the endorsement does not go as far as that. It only states that Nagappa received the material in his custody. Even the Round Forest Officer who effected the attachment, admits in his statement that there was nothing in the endorsement to show that Nagappa was given possession at the instance of Plff or on his behalf. Plff on his part denies that the possession was handed over at his instance. In the face of these it is very difficult to hold that the attached material was entrusted to Nagappa on behalf of Plff and at his instance.

14. The legal position in this behalf is quite clear. An attachment of moveable property is always made by seizure and the property after the attachment passes into the custody of the attaching authority. Thereafter until the attachment is released it is the responsibility of the attaching authority to take care of the material attached. So the attachment in this case having been effected by the Round Forest Officer under the orders of his superiors the material attached passed into his custody immediately after the attachment was effected. Thereafter if he gave custody of the material to Nagappa he gave it on his own responsibility with which Plff had nothing to do. I could have understood the Government case if the attachment had been made by a

prohibitory order. In such a case the property would have remained with the Plff himself. But as it is, the attachment in this case was made by actual seizure and further the Govt have failed to prove that the custody of the material was handed over to Nagappa at the instance of Plff and on his behalf. Under these circumstances the Government cannot run away from its liability of accounting for the attached material to the Plff.

15. In the wake of the above conclusions it is clear that the Government was responsible for the returning of the attached material to the Plff. But the case as it admittedly stands now is, it has not returned all the material to Plff. Let us now decide the shortage. The material attached according to the case made out by Plff consisted in all of 94 logs and 61 tons of fuel. Out of these 94 logs 10 were lying in Manjguni Bundar and the rest either in the strip area or in Plff's malki survey no.26. The panchanama Ex.55 is concerned with the attachment of the 10 logs lying in Manjguni Bundar while the panchanama, Ex.57 is concerned with the fuel and the remaining 84 logs lying in the strip area or in the malki survey no.26. So far as the 10 logs lying in the Manjguni Bundar are concerned there is absolutely no dispute about it. Those logs, it may also be incidentally observed, have been delivered back to Plff. But the dispute is as to the number of logs lying in the strip area or Malki survey no.26. The number of logs as mentioned in the panchanama, Ex.57 is 84: But according to the Government the actual number was only 81. In support of their say the Government has produced the list of the logs that was made at the time of the panchanama. The list is at Ex.58. It is worthwhile to note here that the panchanama, Ex.57 is made with reference to this list, Ex.58. In this list also the original number mentioned seems to be 84; but this has been subsequently corrected. We do not know by whom the corrections were done. Though these corrections do not materially affect the intrinsic merit of the list, still I must observe that such later corrections should not have been made without

reference to the parties and the panchas. Now as noted by me the number formerly quoted of the logs seems to be 84. But I find a mistake has been made in giving the numbers. After serial 32 there is a sudden jump to serial No.35. Three intervening numbers it seems have been missed through oversight. So the number instead of becoming 81 became 84. Now without reference to these serial numbers we can get an idea as to the actual number of logs if we count them according to the measurements given of each log. That number comes to 81. I therefore think the number of logs were really 81 as contended by Government, So the total number of logs instead of being 84 should be 91.

16. The quantity of material attached therefore was 91 logs plus 61 tons of fuel. Out of this, according to the pleadings contained in the written statement and also according to the Plff as evidenced by the receipts passed by him at exs.59 and 60, 77 logs and 10 tons of fuel were delivered back, which means that the Government had yet to deliver back 14 logs plus 51 tons of fuel.

17. But the difficulty in the case arises while fixing the price of the unreturned material Plff has valued the material at the rate of Rs.15/- per khandi of log and Rs.35/- per ton of fuel. But according to his own admission he could not say the weight of the 77 logs that were returned to him. It is his own admission that the measurements of the logs attached were noted in the list accompanying the panchanama and that list shows that the logs varie in length, girth, species and quality. He himself further admits that the price of logs depends upon all these factors and that he cannot give the price of the logs that were not returned to him. Similar

is the case with the fuel where too he admits that rates differ according to weight and quality Now it was the duty of the Plff to come with a definite claim supporting it with all these factors. The receipts of logs produced at Exs.59 and 60 merely show the number of logs and quantity of fuel returned to Plff. It does not throw any light upon the quantity and quality of the logs returned or the quality of fuel returned. So we are totally left in the dark about all these, without which it is difficult to fix the price of the unreturned material. It is true no doubt the officer concerned with the returning of the logs should have got all the things noted about the material that was returned to Plff. But then Plff cannot make a grievance out of this as he being the party who stood to be affected by the non-description of these things, it was more his duty to get all these descriptions specified than the officers. The position at present is, it is Plff who has come to Court making out a certain claim in respect of the unreturned property but he cannot succeed in getting the whole claim without convincing the Court that the property unreturned to him was really worth that much. This he has clearly failed to do. But at the same time I cannot throw away his claim on this account since it is admitted on all hands that 14 logs plus 51 tons of fuel were not returned to him. Under these circumstances I would like to follow the line of least resistance, by which I mean I will fix the valuation of Plff's claim in terms of the logs having the smallest measurements upto the number of fourteen and of the fuel according to the admitted price thereof. By adopting such procedure Plff's claim stands to be reduced considerably, for which he has to ~~xxxx~~ thank himself. This is at least better than nothing. Now the smallest logs on record can be found at serials 5,12,13,21,25,32,38,40,61,66,67,68,69 and 78 in the list Ex.58. The measurement of the 14 logs in terms of this will be 81.625 cubic feet. According to the statement of the Range Forest Officer 12.50 cubic feet make one Khandi. So the tota l cubic feet now found when reduced in terms of Khandis will

be equal to about 6½ Khandis. The price per khandi of log material as claimed by Plff is Rs.15/-. This price is not disputed by Government. So the price of the 14 logs would be Rs.97-8-0. That much only I allow Plff in respect of the logs.

Regarding fuel the Government states in its written statement, Para 18 that the value of the fuel was never more than Rs.15/- per ton. But according to Plff it was Rs.35/- per ton. But Plff has not proved the prevalence of these rates. So I would allow at the rate of Rs.15/- per ton as admitted by Government. Calculated accordingly, the price of 51 tons would come to Rs.765/-. Thus the claim found in all would come to Rs.862-8-0. This would be the amount to which Plff is entitled.

18. I have by now finished the factual aspects of the case. I next turn to the legal contentions taken up by the Government. The first legal contention is advanced on the basis of the sale by Plff in favour of Bidi Pokka which I have already found as not proved. On the basis of the sale it was the contention of the Government that not Plff but Bidi Pokka alone was entitled to sue Government in this behalf. But the contention no longer remains in view of my above finding.

19. The next contention is that Plff's tenant-Nagappa was a necessary party to the suit. I for one fail to see how Nagappa is a necessary party to the suit. Plff has nothing to do with Nagappa. His claim is against Government. The contention therefore has no substance in it.

20. The third contention relates to limitation on which great stress was laid by the Government pleader. The case of the Government in this behalf is stated at para 22A of the written statement and it runs my thus :

> In para 1 of the plaint Plff asserts that the R.F.O.of Ankola attached the material belonging to him on 23-3-1950 ' without assigning any reason thereof', and therefore Plff sues for damages for wrongful attachment. In para 6 of the plaint Plff has asserted that cause of action for this suit arose from date of wrongful attachment, i.e. 23-3-1950. Further in plaint para 9 he has claimed price of the logs and fuel that were wrongfully attached and taken away. This is not a suit for damages for non-delivery of the attached material. The basis of the suit is not the order for releasing the attached articles. These are distinct reliefs. This suit was filed in 1953. The Plff's claim is therefore barred by time, under the provisions of the Limitation Act. The Plff was bound to sue for setting aside the order of attachment or to get it declared as ultra vires. Eventhough no such relief has been asked for the Plff's claim is barred under Article 14 of the Limitation Act. Even assuming that it was not necessary for the Plff to get the order set aside, The present claim based on the cause of action as mentioned above is barred under Article 29 or in the alternative even under A ticle 36 of the Limitation Act. "

Now the entire purport of the contention is to attract the bar of limitation under Art.29 of the Limitation Act. That Article runs thus :

" For compensation for wrongful seizure of moveable property under legal process.	One year.	The date of the seizure "

In order to attract the provisions of this Article, two things are necessary. The claim should be for compensation for wrongful seizure of moveable property and further it should have been effected under a legal process. But as I find, both these elements are absent in this case. The plaint no doubt apparently purports to have been based on the wrongful attachment effected by the authorities. But in essence it is not so. The claim is essentially for the price of the articles that were not returned to Plff. The words " wrongful attachment" which are repeatedly mentioned in the plaint only refer to the incident from which all these further causes flow. But so far as the suit is concerned it is only for the recovery of the price of the articles not returned which is made clear in plaint para 3 as well as the plaint prayer para 9. Nowhere in the plaint does Plff make out any cause for claiming compensation.

The only claim that he puts forth is for the price of the recovery of the goods undelivered and that being so, I do not think this is a suit for compensation for wrongful seizure of moveable property as contemplated under the first clause of the Article. Next regarding the second requirement; the seizure must have been under a legal process. The words ' under lega process' cannot be interpreted as meaning according to law in the sense that any process taken according to law is legal process. By legal process is meant the process effected by some Court and not by any executive authority. In this connection the authority of Shivrao V. Secretary of State, 44 B.L.R.668 may be referred to. The Government pleader on the other hand, relies upon four rulings namely, Shridhar Mahadev V.Godulal Jethmal 41 B.L.R. 1223; Ram Narain V. Umrao Singh, 29 Allhabad, 613; Madras Steam Nevigation C.Ltd. Vs. Shalimar Works, 42 Calcutta, 85, and Pannaji Devichand V. Senaji Kapoorchand, 53 Madras, 621. But in my opinion, none of these rulings help the submission made by the learned pleader. The Bombay case referred to was concerned with Art.28 of the Limitation Act and as such it has no bearing on Article 29 with which we are concerned; while in all the remaining three cases what was in-volved was a process levied by a Court of Law. The Government pleader has nowhere shown that a process effected by an executive authority could be called a legal process within the meaning of this Article. Now the process levied in our present case was the process issued by the Assistant Collector in his executive capacity and not as a Court of law. Therefore the attachment levied by him, cannot be called a legal process so as to attract the provisions of Article 29. The provisions of Art.29 therefore cannot be brought at all into play against Plff in this case.

21. The other Articles relied upon by the Government pleader but not so very seriously urged by him are Articles 14 and 36. Article 14 is concerned with the setting aside of any act or ~~mk~~ order of an officer of the Government in his official capacity. This suit surely is not for that purpose. The attachment in question had already been raised by the Government itself. So it could not possibly be a source of any grievance for Plff in this suit. All that he claims in this suit is for the recovery of the price of undelivered articles which cause accrued to him after the raising of the attachment and therefore the provisions of this Article cannot be invoked for the purposes of this suit.

22. Coming now to Article 36, it contemplates of compensation for any malfeasance, mis-feasance or non-feasance, independent of any contract. This obviously is outside the ambit of this suit. So the provisions urged by the Govt pleader are not at all applicable to the facts of the case. The proper Article applicable to the facts of this case, is Article 49 which is also what is submitted by Plff's learned pleader. This Article applies to cases where specific moveable property has been taken wrongful possession or wrongly detained by the Deft. The period provided is, 3 years from the date of the wrongfully taking or from the date when the detaining of possession became unlawful. Now computing this period from the date of the attachment which was effected on 2rd March, 1950, the suit would be in time from that date. From the date of the attachment 3 years' period would be over on 23-3-1953. But then Plff is, under Sec.15(2) of the Limitation Act, entitled to the exclusion of the time of notice given to Government under the requirement of law (two months prior notice he was required to give to the Government). So in this case he is entitled to the period of limitation of 3 years and 2 months. That period expired in May when the Court was on vacation. The Plff has filed this suit immediately on the reopening day of the Court,

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i.e. on 1-6-1953. Hence the suit is in time. Finding accordingly.

23. There remains now the last argument addressed by the Government pleader which was conceived at the last minute. It is to the effect that the actions complained of by the Plff consisting of the attachment and non-delivery of the articles being the actions of the employees of the Government who in duty were bound to perform these as imposed upon them by law and not by the will of the employees of the Government, the Government could not be held responsible for any act of negligence committed by its servants, in the course of employment and in the discharge of such duties. Amplifying this argument the Government pleader submits that the attachment levied by the Assistant Collector was not by the will of the Government but by the statutory right vested in the Collector and that so long as the will of the Govt did not dominate the actions committed by its servants, the Government could not be held liable for the mis-performance or non-performance of these duties by its servants. Reliance for this proposition is placed upon the authorities contained in Shiva Bhajan Vs. Secretary of State for India, 28 Bombay, 314; Devarkhand Cement Co.Ltd. Vs. Secretary of State, 41 B.L.R. 297 page 302 and District Board Bagalpur Vs. Province of Bihar, A.I.R.1944 Patna 529 and othe rulings. But I must with respect to the Government pleader observe that he sprang this argument suddenly for the first time in his argument. Such a case was not at all made out before. The written statement which is a fairly long document and further which was once amended, does nowhere contain any such case. On the other hand the Government has gone on identifying the actions of its servants with itself as if they were

its own and nowhere the Government has tried to disown the actions of these authorities. No doubt the Government at para 24 has very briefly stated that it was not legally responsible for the loss of any material on any account. But that plea is very vague and if read in the context of the pleadings it only means that since its servants do not commit any wrong it could not be held responsible for the same. The sort of pleading now advanced is totally new and in fairness to the Plff it should have been taken at the earliest iff order to enable him to meet it. I may here again observe that the Govt should have replied to Plff in this strain at the earliest when he gave the two months' prior notice of the suit to it under sec.80 C.P.Code. Failing that the Government should have at least advanced the contention in its written statement. Failing all these it should have at least advanced it at the time when it amended its written statement under Ex.35. Having failed on all these occasions the Government, in my opinion, has no right to fling this plea ~~mf~~ on Plff at the last moment. It on the other hand having identified ~~itself~~ itself with the actions of its servants all the while, has now no right to disown them suddenly at this late stage when it finds that it can no longer sustain their actions. It may be further instructive to note here that the Govt did not seek any issue in this behalf. I therefore refuse to consider this plea.

24. The result, in view of my conclusions is that the Government having failed to prove the sale in favour of Bidi Pokka by Plff and further having failed to prove that the attached materials were entrusted to the custody of Nagappa on Plff's behalf and with his consent it stands, in law, liable to him for the ~~purpose~~ price of the unreturned articles as found by me already. That price as found is Rs.862-8-0. Judgment for Plff

accordingly.

Order.

Deft do pay Plff Rs.862-8-0 and proportionate costs of the suit with future interest at 3 per cent per annum on Rs.862/- from date of suit till payment.

Deft to bear its own costs.

8th February 1955. Sd.M.M.Shirkol,
Civil Judge, Senior Division.

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From:

The District Government Pleader, Kanara.

To

The Remembrancer of Legal Affairs, Bombay.

No. 301 of 1955. Karwar, dated 6-4-1955.

Sir,

I have filed the appeal against the decree and judgment passed in O.S.No.110-1953. Copy of the appeal memo has been sent herewith for your information.

Yours faithfully,

Dist.Govt.Pl.Kanara.

Please return by DGB
if the appeal is filed
on nominal stamp
If it is filed on
nominal stamp, the
may pay full stamp
within Two Years allowed
by Court

Yours
sd/-

18-4-55

In the Court of the District Judge,Kanara.

Civil Appeal No. of 1955.

The State of Bombay ..... Appellant.

Vs.

Tippanna Giriyanna Naik , age 60, agriculturist of Mogta in Ankola Taluka

Respondent.

Claim : Rs.862-8-0, for all purposes.

The appellant begs to appeal against judgment dated 8-2-1955 and decree (dated 10-3-1955) passed by Shri M.M.Shirkol, Civil Judge, Senior Division,Karwar in O.S.No.110-1953 on the following among other :

Grounds.

1. The decree appealed against is contrary to law and facts of the case.

2. The lower court is wrong in holding that the attachment of the material in question was wrongful.

3. It ought to have been held that the respondent had sold the material to Beedi Pokka.

4. The documentary evidence on this point has not been properly construed.

5. The lower court is wrong in holding that the issuing of transport passes in favour of Beeding Pokka was inconsistent with the pleading in para 8 of the written statement.

6. The lower court ought to have considered the fact that the issue of passes could not be stopped until the grant was actually cancelled.

7. The lower court is wrong in holding that serial 19 of Ex.22 was inadmissible in evidence.

8. The fact that respondent failed to produce any document to prove that he had applied for the release of the attached material but on the contrary he produced the orders issued on the applications of Beedi Pokka clearly showed that he had sold the material to Beedi.

9. The lower court has ignored the fact that transport

passes had been actually issued in favour of Beedi Pokka as a purchaser from the respondent and that some of these passes had been produced by the respondent himself.

10. The lower court has also ignored the fact that out of the material attached one cart-load of fuel which had been stolen away had been returned to Beedi Pokka and not to the respondent.

11. Adverse inference should have been drawn as respondent failed to examine Beedi Pokka as his witness and because he failed to produce the documents called for by the appellant.

12. It ought to have been held that the material attached had been entrusted to the custody of Nagappa Timmappa Naik at his instance and as his agent, and with his consent.

13. The circumstances under which the attached material was allowed to remain in the custody of Nagappa ought to have been considered.

14. The lower court has failed to properly appreciate the fact that the formal attachment was effected only with a view to prohibit its transport.

15. The lower court is wrong in holding that the attached property passed into the custody of the attaching authority when there was no actual seizure.

16. Even assuming that the attachment was wrongful the lower court ought to have held that the appellant was not responsible for the alleged wrongful attachment, as it had not acquiesced in such attachment.

17. The law on the point has not been properly considered.

18. The proper remedy for the plaintiff-respondent was to hold the attaching officer responsible.

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19. The lower court is wrong in holding that the appellant was responsible for the due returning of the attached material.

20. The lower court is wrong in holding that the measurement of the 14 logs which were not returned to the respondent came to 81.00.

21. It has wrongly presumed that the price per khandi of logs claimed by the plff at Rs.15/- had not been disputed by the plff.

22. The appellant had clearly contended that the price of logs depends upon the dimensions, its specie and quality. The respondent had failed to prove these details and therefore the lower court is wrong in awarding Rs.97-8-0 as price of 14 logs.

23. The price of fuel was wrongly held to be Rs.15/- per ton.

24. The lower court ought to have held that Plff was not entitled to sue himself as he had sold the materia to Beedi.

25. It is wrong in holding that the plff's claim was not barred by limitation.

26. It ought to have been held that the respondent was bound to sue for getting the order of attachment set-aside or to get it declared as ultravires.

27. Eventhough no such relief had been asked for by the plff it ought to have been held that the plff's claim was barred under the provisions of the Limitation Act

28. The lower court has ignored the fact that the basis of the plff-respondent's claim was wrongful attachment effected by the authorities of the Forest Department.

29. It is wrong in holding that the suit claim was essentially for the recovery of the price of the articles which were not returned to plff.

30. The lower court has made out a new case for the plff.

31. As the attachment in question was effected under the provisions of the Indian Forest Act , the lower court is wrong in holding that it was not an attachment under legal process but it that it was done under executive authority.

32. The powers given to the Forest Authorities under the Indian Forest Act have been ignored.

33. The lower court is wrong in holding that the material had been attached under the orders issued by the Assistant Collector in his executive capacity.

34. The Assistant Collector had only cancelled the grant and the attachment was actually effected under the provisions of the Indian Forest Act.

35. The lower court is wrong in holding that neither Articles 29, 14 nor 36 apply to the present case.

36. The lower court is wrong in holding that Article 49 of the Indian Limitation Act applies to the present case.

37. It is wrong in holding that the question of appellant's liability had been conceived at the last minute.

38. The specific allegations made in the W.S. have been ignored.

39. Proper issues have not been framed.

40. The arguments advanced by the appellant's pleader have not been properly understood.

41. It had never been argued that the attachment had been levied by the Assistant Collector.

42. It was wrongly held that Government had identified itself with the actions of its servants and that it had no right to disown them.

43. Issue No.8 clearly covered the question of Government liability.

44. The order of costs is wrong.

Karwar,
4-4-1955.

Dist.Govt.Pl.Kanara.

Note of valuation: Although the claim in suit was Rs.2190/- the amount decreed is Rs.862-8-0. Hence this is the claim in appeal.

Note of Limitation:

The judgment was delivered on 8-2-1955. But the decree was drawn up and signed on 10-3-55. Hence this appeal is in time.

D. G. P. Kanara.

109 H3
8286-E

VERY URGENT

No.
Office of the
Remembrancer of Legal Affairs,
Bombay Castle 19th April 1955.

Subject: Civil Suit No.110 of 1953.

MEMORANDUM.

With reference to his letter No. 301 dated the 6th April 1955 on the above subject the District Government Pleader, Kanara is requested to state whether he filed the appeal on nominal stamp; and if so, he is requested to pay full court fee stamp within the time allowed by the Court.

for Remembrancer of Legal Affairs.

To
The District Government Pleader,
Kanara.

KUP.19/4.

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From:

The District Government Pleader, Kanara,
Camp Sirsi.

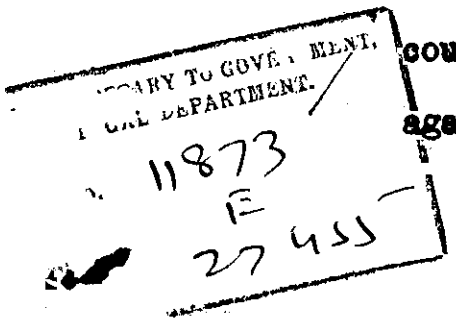
To

The Remembrancer of Legal Affairs, Bombay.

No. 373 of 1955. Karwar, dated 22-4-1955.

Sir,

In reply to your letter No.8286-E dated 19th April 1955, I have the honour to inform you that deficit court-fee stamps ~~have~~ been paid in the appeal filed against Tippanna Giriyanna Naik.



Yours faithfully,

Dist.Govt.Pleader, Kanara.

Submitted

28 File in Skanda/SS (new)

23/11

Submitted 23/11

Submitted

28 File in Skanda/SS (new)

23/11

Submitted 22/11

Suits :

Kanara.

For recovering a sum of Rs. 2,190 being the price of 27 Khandies of logs and 51 tons of other material, alleged to have been wrongfully attached from his possession.

GOVERNMENT OF BOMBAY.

LEGAL DEPARTMENT.

Resolution No. 15459/E.

Sachivalaya, Bombay, 18th July 1955.

Letter from the Chief Conservator of Forests, Bombay State, Poona, No. 34/D/5298, dated the 7th August 1953—Forwarding the papers in the suit noted in the margin and requesting sanction to its defence.

IN THE COURT OF THE CIVIL JUDGE (SENIOR DIVISION), KARWAR.
Civil Suit No. 110 of 1953.
Tippana Giriyanna Naik ... ... Plaintiff ;
versus
The State of Bombay ... ... Defendant.

Memorandum to the District Government Pleader, Kanara, Karwar, No. 5520/E, dated the 25th February 1954—Forwarding a copy of the brief with its accompaniments in advance.

RESOLUTION.—Sanction is accorded to the defence of the suit on the lines of the accompanying brief.

By order and in the name of the Governor of Bombay,

J. R. DHURANDHAR,
Secretary to Government.

L-A Leg. H 9—1

[P.T.O.

To

* The Agriculture and Forests Department,
The Chief Conservator of Forests, Bombay State, Poona,
The Divisional Forest Officer, Kanara, Western Karwar,
The District Government Pleader, Karwar (with two copies of the brief).

*With a copy of the brief.

No. of 1955.

Copy forwarded for information and guidance to -

KANARA CIVIL SUIT NO. 110 OF 1953.

Chronological Statement of Facts.

Shri Tippanna Giriyanna Naik has filed this suit against the State of Bombay for recovering a sum of Rs. 2,190 being the price of 27 Khandies of logs and 51 tons of other material alleged to have been wrongfully attached from his possession.

2. A proper report giving a chronological statement of facts and the grounds of defence is not received from the Chief Conservator of Forests. The papers of the case have also not been received from the Divisional Forest Officer, Western Division, Kanara. The facts such as they are revealed from the plaint and the report are stated in the following paragraphs.

3. Under order No. TA. 9955, dated 25th June 1949, passed by the Prant Officer, Kanara Division, plaintiff was granted a strip of 44 yards of forest land near Moralli Maliki S. No. 407 under the Kanara Forest Privileges Rules. These rules are found in Article 143 read with Article 131 of the Bombay Forest Manual, Vol. III, Clause 4 of Article 131 of the Forest Privileges Rules provides that produce removed in exercise of any privilege should not be sold or bartered except where specially permitted. Plaintiff sold the strip material to one Shri Bide Poka Gaonkar without obtaining previous permission either of the Revenue or Forest Departments. As this action of the plaintiff was in breach of the conditions of the strip grant, the grant was cancelled by the Prant Officer under his No. TRA. 9955, dated 11th March 1950. On 23rd March 1950 the Mamlatdar, Ankola, instructed the Divisional Forest Officer not to issue any passes for transport of material and to attach the material. Accordingly the material was attached and a Panchnama of the material was made. The attached material consisted of 81 bags and 72 tons of firewood. The material seems to have been given in charge of Shri Nagappa Timappa Naik a tenant of the plaintiff in plaintiff's own Maliki land. The District Government Pleader is requested to ascertain from the Divisional Forest Officer whether the material was thus given in possession of Shri Nagappa as an agent of Government or the plaintiff Nagappa's possession as agent of the plaintiff. It appears that subsequently under his order dated 21st May 1950 the Prant Officer, Western Division, Kanara directed that the strip material should be restored to the plaintiff after recovery of penalty of Rs. 191-1-0. The Prant Officer seems to have renewed the strip grant in plaintiff's favour under his order dated 6th September 1951. Plaintiff was asked to take delivery of all the strip material within 7 days from the date of receipt of notice failing which he alone would be responsible for loss of the said material. The District Government Pleader is requested to see the notice and verify its contents. Plaintiff took possession of the material after a period of 2½ months. Out of 81 logs and 72 tons of firewood, the plaintiff seems to have received 67 logs and 10 tons of firewood. The material was lying in the plaintiff's own Malki. Number with his agent and missing material was presumably removed by the plaintiff himself. The

District Government Pleader is requested to obtain original or copies of all these orders regarding the strip grant, its cancellation and restoration of the material to the plaintiff.

4. Plaintiff gave a notice of suit on 21st January 1953 and seems to have filed this suit on 31st March 1953.

Grounds of Defence.

Plaintiff is claiming a sum of Rs. 2,190 being the price of the missing strip material viz. 27 Khandies of logs of the value of Rs. 405 and 51 tons of other material of the value of Rs. 1,783. Plaintiff's claim is not true and should be denied. It should be urged that after attachment the material consisting of 81 logs and 72 tons of firewood was given in charge of Shri Nagappa Thimanna (District Government Pleader is requested to ascertain the name correctly) who was a tenant of plaintiff. The material was stored in plaintiff's own Maliki survey number. The Panchnama of the attached material is signed by the plaintiff and Shri Nagappa. Neither the Panchnama nor the receipt subsequently given by the plaintiff for 67 logs and 10 tons of firewood states the weight or volume and the value of the logs. The strip material thus attached was given to the plaintiff's tenant Shri Nagappa. The District Government Pleader is requested to ascertain whether it was given to Shri Nagappa as agent of the plaintiff or that of the Government. If it was given to Shri Nagappa as agent of the plaintiff Government is not responsible for the loss of the material. If it was given to him as agent of the Government it should be urged that Shri Nagappa, as bailee, took reasonable care for the protection of the material and he is not responsible for loss or deterioration of the material, and Government is also not therefore responsible for loss and deterioration of the material. The value of the missing material stated by the plaintiff is not correct. The value of 81 logs and 72 tons of material which was attached was Rs. 2,144-12-0. The District Government Pleader is requested to obtain the details from the Divisional Forest Officer. The plaintiff has signed the receipt for 67 logs and 10 tons. The District Government Pleader is requested to ascertain from the Divisional Forest Officer the value of the materials thus acknowledged to have been received. Deducting the amount of the value of 67 logs and 10 tons from Rs. 2,144-12-0 (the value of the total material attached) the loss, if any caused to the plaintiff would be a smaller amount than the amount of Rs. 2,190 claimed by the plaintiff. The District Government Pleader is therefore, requested to ascertain and state the exact amount and urge that the amount of loss claimed is excessive.

2. Allegations and averments in paragraph 1 of the plaint regarding attachment and value of the attached material are not true and should be denied. It is alleged that the said material was attached without assigning any reason. This is not true, and should be denied. Clause 4 of Article 131 of the Kanara Forest Privilege Rules provides that produce removed in exercise of any privilege should not be sold or bartered except where specially permitted. Without

(17-24

obtaining such special permission plaintiff had collected and sold the extra strip material to one Shri Bidi Poke. The strip grant was, therefore, cancelled and the material was attached.

3. It is alleged that the value of the material attached was Rs. 4,000. This is not true. It should be urged that 81 logs and 72 tons of firewood were attached and the value of the material was Rs. 2,144-12-0. The District Government Pleader is requested to obtain details about the value of the material from the Divisional Forest Officer.

4. It is alleged by the plaintiff that after attachment the material was lying in the open space exposed to heat and rain. The District Government Pleader is requested to consult the Divisional Forest Officer in the matter. The material was given in charge of Shri Nagappa either as agent of the plaintiff or that of Government. In the former case Government is not responsible for the loss or deterioration of the material. In the latter case Shri Nagappa as bailee took reasonable care for the protection of the material and, therefore, neither he nor the Government is liable for loss or deterioration of the material.

5. Allegations and averments in paragraph 2 of the plaint are not true and should be denied. It is not true that the material was worth Rs. 4,000 or that the Revenue and Forest Department passed conflicting orders regarding the value of the material and damage caused to the plaintiff. Value of the material was Rs. 2,144-12-0 as stated in paragraph 3 above. It should be denied that plaintiff was either offered Rs. 2,516-5-0 as damages or he provisionally agreed to accept the amount provided actual amount of damages was paid to him subsequently.

For all the reasons stated above, it should be urged that the suit fails and should be dismissed with costs.

G.C.P.—(J) J 158—800—8-52 [Spl.—Govt. H. C. Bom. 3

No

Bombay, 13th Sept. 1956.

74

Subject.—Second Appeal No.660 of 1956 in Civil Appeal No. 83 of 1955 in Civil Suit No. of . (Tippanna Giriyanna Naik Vs. The State of Bombay).

To

THE Collector of Kanara.
At : KARWAR.

Sir,

I have the honour to forward, herewith, a copy of Memorandum of First Appeal in the case noted above and to request the favour of your applying for the sanction of Government for the defence of the same and giving me such detailed instructions as you may deem necessary.

2. The High Court's notice served on me this day in the above case accompanies.

3. If any objection, under Rule 22, Order 41, Civil Procedure Code, against the decree of the lower Court is to be urged, the necessary sanction of Government for its filing may be obtained early, as it must be filed in the High Court within one month from the date of service of notice.

4. The District Government Pleader, who may have conducted the above case in the lower Court, may be asked to inform me the numbers of important exhibits which will have to be relied upon in support of the case on behalf of Government at the time of its hearing here.

5. A copy of the *Rojnama* as required by Government Resolution, Legal Department, No. 298, dated the 4th May 1911, and a certified copy of the notice given by plaintiff under section 80, Civil Procedure Code, may also be sent to me.

6. I shall also thank you to send me 4 copies of the plan showing the exact position of the land acquired in relation to its surrounding situation and the several instances of sale relied on in the lower Court.

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17-9-56

Yours faithfully,

for Government Pleader, ~~High~~ Court.

No. 10302

Copy with a copy of memorandum of First Appeal along with a copy of High Court notice forwarded with compliments to the Remembrancer of Legal Affairs, Bombay for information and with a request to accord necessary sanction for the defence.

15 SEP 56

Submitted
Sanction for the defence of S A No 660/56 may be accorded
27/9

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IN THE HIGH COURT OF JUDICATURE AT BOMBAY

DISTRICT KANARA.

Second Appeal No.660 of 1956

Tippanna Giriyana Naik, Agriculturist of Mogta in Ankola Taluka.	Appellant (Original Plaintiff)
Versus.	
The State of Bombay	Respondent. (Original Defendant)

Claim Rs. 862-8-0 for Both purposes.

The appellant abovenamed, feeling aggrieved by the Judgment and decree dated 11th April 1955 in Appeal No.83 of 1955 in the District Court of Kanara begs to appeal therefrom and sets forth the following, among others, as the grounds of appeal, namely:-

1. The decision of the Lower Court on issue No.3 in Appeal is contrary to law and evidence in the case.

2. The Lower Appellate Court erred in reversing the decree of the Trial Court.

3. The Lower Court erred in holding that defendant was not liable for the damages caused by the illegal and wrongful acts of its servants.

4. It was wrong to hold that the plaint did not mention the grounds of liability.

5. It was also wrong to hold that the Written Statement contained a plea denying legal liability of defendant.

6. The Lower Appellate Court ought to have held that the defendant's plea was not maintainable in the absence of any specific issues in this behalf before the Trial Court.

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IN THE HIGH COURT OF JUDICATURE, APPELLATE SIDE, BOMBAY.

Appeal No. 660 of 1956 from Appellate Decree.

Tippanna Giriyanna Naik at Mogta,
Taluka Ankola, Dist. North Kanara.) Appellant. (Orig.Plff).

Versus.

The State of Bombay.) Respondent. (Ori.Deft).

Claim - Rupees 862-8-0

No. 6178 of 1956.

From The Deputy Registrar,
High Court, A.S., Bombay.

To
* The Secretary to the Government of Bombay,
Legal Department, Bombay.

Bombay, 8th August 1956.

Sir,

The Appellant abovenamed having presented an appeal from the decision of the District Judge of Kanara at Karwar in Civil Appeal No. 83 of 1955, and the same having been registered in this Court, and this Court having on 25th July '56 1956, ordered notice to issue, I have the honour to inform you that the hearing of the said appeal will take place on the 8th day of October 1956, or on any subsequent day which to this Court may seem convenient; and that if no appearance is made on your behalf either by an advocate of this Court or agent duly authorized and instructed, it will be heard and determined in your absence.

*Notice to be served on the Government Pleader, High Court, Bombay.

Yours faithfully,
Sd. V.H.Kesarkar.
for Deputy Registrar.

Received notice.

Sd. V.T.Gambhirwala
for Government Pleader, High Court.
10-8-1956.

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7. That the Lower Court was wrong in holding that the ordinary principles of vicarious liability did not apply to Government.

8. That the Law on the point is not properly considered and applied.

9. That the order as to costs is erroneous.

Sd/-

Appellant's Advocate.

B O M B A Y.

19th June, 1956.

Letter

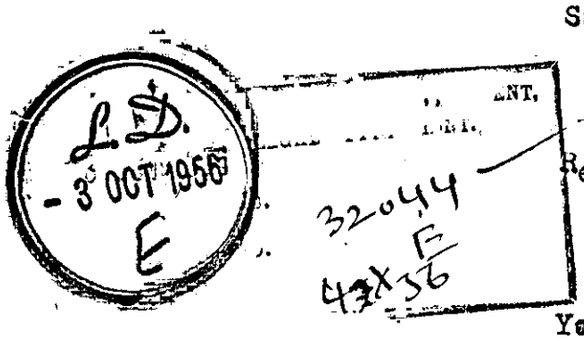
To

The Remembrancer of Legal Affairs,
Bombay.

No.9095

Karwar, 26-9-1956.

Subject: Second appeal No.660 of 1956 in Civil appeal No.83 of 1955 in Civil Suit filed by Tippanna Giriyanna Naik Vs. The State of Bombay.



Reference: Letter No. 10301 dated 13/14-9-1956 from the Govt. Pleader, High Court, Bombay addressed to the Collector of Kanara and copy to you.

Your attention is invited to the above reference and you are requested to accord necessary sanction for the defence of the case as desired by the Government Pleader, High Court.

Collector of Kanara.

IMMEDIATE.

No. 23963/E
Office of the
Remembrancer of Legal Affairs,
Sachivalaya, Bombay, 18th October 1956.

To

The Government Pleader, High Court,
BOMBAY.

Subject:- Second Appeal No.660 of 1956
in Civil Appeal No.83 of 1955
in Civil Suit No. 110 of 1953
(Tippanna Giriyanna Naik Vs.
The State of Bombay).

Sir,

With reference to your endorsement No.16302 dated the 13/14th September 1956 on the above subject, I have the honour to state that sanction for the defence of the above mentioned appeal is hereby accorded.

Yours faithfully,

U/C

For Remembrancer of Legal Affairs.

Copy forwarded with compliments to the Collector of Kanara, Karwar.
Copy to the District Government Pleader, Karwar.

SMT/18.10

File in S Kanara 6/55